

# General Delivery Terms and Conditions of Triolab Oy

## 1. Scope of Terms

These delivery terms and conditions are applied to Agreements (as identified in this section below), and they form part of the Agreements under which Triolab Oy ("Supplier") delivers equipment, spare parts, accessories, reagents, goods or other products (all of the same collectively or separately "Product") and/or services ("Services") to its customer ("Customer"). Derogation from these delivery terms and conditions is allowed only as agreed in an Agreement signed by the Supplier. "Agreement" means (i) an oral or written (such as by email) agreement concerning the delivery of the Product and/or Service, (ii) an oral or written (such as by email) order by the Customer concerning the Product and/or the Service, which order is accepted by the Supplier, (iii) the Supplier's offer concerning the Product and/or the Service, that has become as an agreement binding on the Supplier, (iv) all other agreements and orders concerning the delivery of the Product and/or the Service and (v) all other agreements to which these delivery terms and conditions are applicable according to the terms of the agreement. The Supplier and the Customer may also be referred to as "Party" or "Parties".

## 2. Drawings, Descriptions and other Documents

Any information concerning the Products and Services are binding, if expressly referred to them in the Agreement, or if it constitutes a part of the Agreement. Any information in general catalogues, brochures, etc that do not form a part of the Agreement are not binding on the Supplier. The Supplier retains the right to make structural changes to technical information.

## 3. Delivery and Time of Delivery

The delivery term is interpreted in accordance with ICC INCOTERMS 2010 in the wording effective at the time of concluding the Agreement. The applied delivery term is FCA Turku, INCOTERMS 2010 (free on carrier), unless otherwise agreed in the Agreement. Unless the Customer itself organises transport of the Products, the Products are delivered on terms other than FCA so that the Supplier delivers the Products to the address notified by the Customer either as freight or as a postal consignment using the carrier service of the Supplier's choice, in which case the Customer shall pay to the Supplier the transport and transport insurance costs, and the risk of loss and damage to the Product during the transport rests with the Customer. The Supplier may charge the Customer, in addition to the costs referred to above, also the packaging and shipping costs in accordance with its then current pricelist, with label "delivery fee".

Shipments are delivered to the Customer on workdays between 8 AM and 5 PM (normal delivery time). If the Supplier organises transport of the Product and if the Customer cannot receive the Product within the normal delivery time, the Customer shall notify the Supplier thereof in good time before the Product is shipped. If the Customer fails to notify the Supplier of the irregular time of receipt in good time before the shipment of the Product and cannot receive the Product within the normal delivery time, the risk of loss and damage to the Product shall pass to the Customer at the moment of its delivery. It is noted, that the carrier or other supplier does not have a possibility to call or otherwise notify the Customer of the delivery time before the delivery of the Product. The Customer shall pay the purchase price, even if the Product was deteriorated, destroyed, lost or diminished when the Customer has the risk of loss and damage to the Product, and the Supplier is not liable for such deterioration, destruction, loss or diminishing.

After the Agreement is concluded the Supplier reserves the right to not deliver the Product ordered under the Agreement, if the Product is not available, or if there is another good reason for that, such as a considerable increase of the Product acquisition price. In such case the Supplier's sole liability and the Customer's sole

remedy is the repayment of the purchase price possibly paid by the Customer for the Product in question.

#### **4. Deployment, Installation and other Services**

The Supplier is obligated to provide deployment, installation or other Services only if the Parties have expressly agreed thereon separately in writing. If the Parties have not defined the content of the Service in writing, the content is in accordance with the service content defined by the Supplier. The Services are carried out by using the Supplier's working methods.

If the Product requires installation, the Customer shall at its own expense prepare the operating environment of the Product in conformity with the Supplier's instructions. If the Parties have agreed that the Supplier installs the Product, the Customer shall without delay in the agreed time grant the Supplier access to the place of installation for the purpose of the installation.

#### **5. Acceptance, Inspection and Acceptance, and Terms regarding Repair and Maintenance**

Tilaajan Before signing the waybill, the Customer shall inspect the package in which the Product is delivered. If the package is damaged, the damage shall be recorded in the waybill before it is signed and handed over to the driver. The Supplier shall be promptly notified of any damage to the package.

Unless the Parties have agreed on a separate acceptance test, the Customer shall perform the acceptance inspection, and a possible acceptance test of the Product, and shall notify the Supplier of any possible defects of the Product in writing within eight (8) days from the Supplier's delivery the Product to the Customer. In addition to careful inspection of the features and functionalities of the Product, the acceptance inspection and acceptance test shall involve comparing the Product to the information in the shipping list.

Defects shall be notified with a sufficient degree of specificity and, if requested by the Supplier, the Customer shall also describe in more detail how the defect in question occurs. The same obligation concerns malfunctions notified and examined as part of the repair and maintenance Services. In these delivery terms and conditions, the term "defect" refers also to malfunctions.

The Customer shall notify the Supplier of any possible defects in the performance of the Services in writing within eight (8) days from the date of the Supplier's provision of the Service.

A Product and/or a Service and their delivery shall be deemed accepted if the Supplier does not receive the above referred written notice and specification within the term set out above.

If the Parties have agreed on a separate, jointly performed acceptance test, the Customer may not delay the performance of the acceptance test at the time suggested by the Supplier, if the installation is completed or if the Product is otherwise ready for the acceptance test. If the Customer delays the performance of the acceptance test, the delay resulting therefrom is not caused by the Supplier. The Product shall be deemed accepted, if it passes the acceptance test.

Unless the Parties have agreed otherwise regarding any technical conditions of acceptance testing and the performance of the acceptance test, the acceptance test shall be carried out in line with industry practices and the instructions of the Product's manufacturer as provided by the Supplier.

Defects that do not substantially interfere with the use of the result of Service or the Product shall not prevent the acceptance of the Service or Product. The Supplier shall, however, correct such defects without undue delay, if the defects affect the use of the Product adversely. After the defects are remedied, the Customer has the right to another acceptance inspection and acceptance testing, in which case the terms and time periods set out in this section shall apply.

However, the Supplier shall not be responsible for any of the following defects, and therefore they do not

prevent acceptance of the Product or the Service, and, additionally, either the repair and maintenance Services provided against a recurring or fixed price do not cover the following:

- a) defects that appear in operating conditions that are contrary to the Agreement or otherwise improper;
- b) defects resulting from faulty, unclear or incomplete information provided by the Customer;
- c) defects resulting from relocation, onward transportation, dismantling, modification, or maintenance or repair work, if carried out by anyone else than the Supplier or a maintenance services provider authorised by the Supplier in writing;
- d) defects resulting from negligent or incorrect handling of the Product, such as use of the Product contrary to operating instructions, installation or placement of the Product to the installation site incorrectly or contrary to operating instructions, or connecting the Product with any other product other than a product the compatibility of which was confirmed by the Supplier in writing;
- e) defects resulting from factors or conditions not dependent on the Supplier. Such are, among other things, fluctuation of voltage in power lines or power disruptions, air conditioning problems, accidents, fires, water damage, accidents, thunder, fire, vandalism, or other similar situations;
- f) defects resulting from normal wear and tear or from a need to change a consumable part; or
- g) defects resulting from actions of the Customer or third parties, which directly or indirectly affect the functioning or the use of the Product, such as, for instance, structural modifications, or repairs, modifications or upgrading of computer networks, or other repair works or modifications.

The Customer shall comply with the troubleshooting and repair methods defined by the Supplier, such as the Supplier's instructions regarding transport of the Product for inspection and repairs. If the Supplier states that it will carry out the Services or the inspection or repairs concerning alleged defects of the delivery at the Customer's premises, then the Customer shall give the Supplier promptly access to the Customer's premises, and the Customer shall place the Product into the Supplier's disposal for as long as necessary during the Supplier's normal working hours. If the Product is transported to the Supplier for inspection or repairs, the waybill shall state the name of the Supplier's person with whom the transport has been agreed.

If the Supplier is not responsible for the defect or if the repair or maintenance Service does not cover the defect, the Supplier shall be entitled to charge a fee for troubleshooting and repairing the defect in accordance with its pricelist, and a cost-price fee for transport, travel and other expenses. The repair and maintenance Service do not cover the price of consumable parts, spare parts or accessories or the delivery expenses of the Product.

If the Service, the troubleshooting and/or repair measures are carried out completely or partly remotely, the Customer shall have the data communication connections, equipment, software and data security required for the remote connection.

The title of the installed parts shall transfer to the owner of the equipment, once the invoice regarding the Service or the possible invoiced part is paid. The title of the replaced parts shall transfer to the Supplier when the change is carried out.

After the Product is accepted, the Supplier is responsible for defects of the Product only in accordance with the warranty terms contained in a possible warranty certificate signed by the Supplier and delivered to the Customer. The Supplier bears no responsibility or liability for any defects, errors or problems of the Product, other than those agreed in these delivery terms and conditions or the said warranty terms. The Supplier's liability for defects in the performance of Services is limited to repeating the Service or remedying the defect at the Supplier's expense.

UNLESS OTHERWISE PROVIDED IN THE ABOVE MENTIONED WARRANTY TERMS, THE SUPPLIER GIVES NO OTHER WARRANTIES IN RELATION TO THE PRODUCTS, SUCH AS A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

## 6. Price and Payment

Unless the price of the Products or Services is agreed in the Agreement, their price is in accordance with the

pricelist of the Supplier effective at the time of conclusion of the Agreement.

Prices stated by the Supplier in its offer are effective for the term stated in the offer, and if no such term is identified, for thirty (30) days as from the date of the offer.

Unless otherwise agreed in the Agreement, the Supplier invoices the prices as follows:

- a) Products at the time of their delivery; and
- b) Services monthly in arrears or when the Service is provided, whichever is the earlier.

Any prices are stated without value added tax or any other statutory surcharges or taxes They shall be paid by the Customer.

Unless otherwise agreed in the Agreement, payments shall be made against an invoice at the latest within ten (10) days of the invoice date. Under no circumstances, such as a delay or a defect, is the Customer entitled to refrain from payment. Any overdue payment shall accrue late payment interest at the rate set forth in the Finnish Interest Act, starting from the due date. The Supplier is also entitled to suspend deliveries to the Customer, if the Customer is in delay with any payment in spite of a payment reminder.

If, after the Agreement is concluded, the Customer's operating practices or economic standing give the Supplier a reason to assume that the Customer will not make the payment in full or in time, the Supplier may suspend the delivery and withhold its performance until the purchase price has been paid by the Customer in full. The Supplier shall notify the Customer of its decision to suspend the delivery as soon as possible.

The Supplier has the right to cancel the Agreement in writing, if the purchase price, or a part thereof that has fallen due, has not been paid within three (3) months from the due date. In such cases, in addition to having the Product returned, the Supplier is entitled to receive compensation for damages suffered, such as reduction of the value of the Product. However, the compensation shall not exceed the purchase price of the Product.

The title to the Product shall remain with the Supplier until its purchase price has been paid to the Supplier in full.

## 7. Intellectual Property Rights

"Intellectual Property Rights" mean any and all intellectual property rights, such as patents, inventions, trade secrets, rights to databases, trademarks, domain names, techniques, design rights, know-how, and copyrights, whether or not the same are registered or not or capable of registration or not, and including but not limited to applications for grant of any of the foregoing, and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may exist under any legal system.

Any and all Intellectual Property Rights in the Products, in the results of the Services as well as in any drawings, descriptions, technical documentation and other documents provided by the Supplier or pertaining to the Products and the Services, and in any software contained in the Products, as well as in all of their copies, modifications, translations, derivatives and updates, shall be the property of the Supplier or its supplier.

The above referred documents or software contained in the Products may not be used for any purposes other than for appropriate use of the Products

## 8. Confidentiality

Parties commit (i) to keep in confidence any information that the other Party has designated as confidential, or such information that the receiving Party should reasonably know to be confidential considering the circumstances of disclosure or nature of the information in question ("Confidential Information"); (ii) not to disclose any Confidential Information of the other Party to any third party; and (iii) not to use or utilize any Confidential Information of the other Party for any other purposes than for the fulfillment of the purpose of the Agreement. The Supplier has the right to disclose Confidential Information of the Customer to the Supplier's

subcontractors for the fulfillment of the purpose of the Agreement, provided that the Supplier has agreed with the subcontractors on confidentiality obligations substantially similar to the confidentiality obligation set out herein, as well as to the Supplier's group companies, provided that the Supplier is responsible for violations committed by its group companies. The Agreement constitutes Confidential Information of the Supplier.

The above mentioned obligations do not apply to information (i) which at the time of its disclosure or later becomes public or generally available without the receiving Party's default; (ii) which was already in the receiving Party's possession without restrictions on disclosure or use before the information was received from the other Party; (iii) which the receiving Party obtains separately from a third party; (iv) which is demonstrably developed independently by the receiving Party's without using the other Party's Confidential Information; or (v) which the receiving Party is obliged to disclose under a court or an authority's order or otherwise under law. Without limiting the foregoing, Supplier shall have the right to utilize without restrictions the general know-how, skills and expertise that its and its subcontractors' personnel have learned in conjunction with the performance under the Agreement.

## **9. Compensation of Damages and Limitation of Liability**

Under no circumstances will the Supplier be liable for (i) consequential or indirect damages, such as loss of production, loss of turnover, loss of profit, loss of contracts or loss of use, or compensation payable to third parties; or (ii) loss or alteration of data or any damages caused by the same or costs of cover purchase, and even if the Supplier has been advised of the possibility of such damages.

The Supplier's aggregate maximum liability to compensate damages and/or compensation (including price discounts) under or in connection with the Agreement is limited to twenty percent (20 %) of the price (without value added tax) paid by the Customer to the Supplier for the Product or Service causing the damages or for the Product or Service most closely connected to the damages. If the Service is a continuous Service (such as repair and maintenance Service), however the above referred liability of the Supplier is, for any and all causes of action occurred during any calendar month limited to the amount of the price (without value added tax) paid by the Customer to the Supplier for such Service for the said calendar month.

## **10. Force Majeure**

A Party shall not be liable for any delays, faults, or damages, which are caused by circumstances that prevent or substantially hinder the performance of the Agreement by the Party, and that cannot be reasonably controlled by the Party in question ("Force Majeure"), such as natural disasters, lightning, fire, earthquake, flood, disruptions of power or networks, war, mobilisation of troops, military conscriptions, rebellion or riot, seizure, confiscation, currency restrictions, authorities' orders, restrictions of transport, general shortage of means of transport, goods, or energy, roadblocks, or strikes or other industrial actions, irrespective of whether or not the Party is a party to such industrial action. Furthermore, any faults or delays of subcontractors caused by the above referred circumstances constitute a Force Majeure event. A Party shall notify the other Party in writing of a Force Majeure event promptly after having learned about the same. The provisions of this section "Force Majeure" shall not apply to payment obligations.

## **11. Export and Import Permits, Licenses, Certifications, etc.**

If the Supplier does not receive the necessary export, import, or re-export permit, or any similar permits, or if the granted permit is cancelled without the Supplier's default, the Supplier is released of the obligation to deliver the Product, and the Supplier is not in default.

## **12. Applicable Law and Settlement of Disputes**

Agreement shall be governed by the laws of Finland, excluding the choice of law provisions and the United

Nations Convention on Contracts for the International Sale of Goods. The Parties shall first attempt to settle any disagreements arising from the Agreement by negotiations between the Parties, and if within ninety (90) days from the start of negotiations a settlement is not reached, a Party may have recourse to the district court of Turku, Finland, to have the dispute settled.

## **13. Miscellaneous**

### ***13.1. Transfer of Agreement and Subcontractors***

The Supplier may assign the Agreement without the consent of the Customer to a transferee, in connection with the sale or transfer of the Supplier's business or part thereof, or to its affiliate, and, for the avoidance of doubt, by merger and demerger. The Supplier is also entitled to transfer any receivables under the Agreement to a third party. The Supplier may use subcontractors. The Supplier shall be liable for the actions of its subcontractors as for its own actions.

### ***13.2. Recruitment Restriction***

The Customer may not hire any employee or director of the Supplier or enter into any other agreement or other arrangement, whose purpose is to obtain the work contribution of such person, until twelve (12) months has passed from the earlier of (i) the termination or expiration of the Agreement or (ii) cessation of the person's employment or director relationship with the Supplier. This recruitment prohibition will not be applied if the employment or management relationship has been terminated for a reason deriving from the employer, or if the recruitment results from the person responding to a public job advertisement on their own initiative. In case of a breach of this recruitment restriction, the Customer shall pay to the Supplier as liquidated damages seventy thousand (70.000) euros for each breach.

### ***13.3. Survival***

Upon termination of the Agreement, the provisions of these delivery terms and conditions relating to Intellectual Property Rights, confidentiality, limitations of liability and warranty, as well as applicable law and settlement of disputes, and this section "Miscellaneous", will survive. Furthermore, any other provisions of the Agreement, which by their nature contemplate effectiveness beyond the termination of the Agreement, shall survive the termination.

### ***13.4. Entire Agreement***

The Agreement constitutes the complete agreement with respect to the subject matter of the Agreement, and it supersedes all previous proposals, marketing materials and other communications between the Parties with respect to the subject matter of the Agreement.

### ***13.5. Severability***

If any of the provisions of the Agreement is held to be invalid, the remaining provisions of the Agreement will remain valid, and the Agreement shall be interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law.

### ***13.6. Amendment of Agreement***

Any amendments to the Agreement shall be made in writing and signed by both Parties.

However, the Supplier may amend these delivery terms and conditions by giving a fourteen (14) days' notice. The same applies also to the delivery terms applicable to an Agreement already in force, but the amended delivery terms and conditions will be applicable only to orders made under the Agreement after the amendment of these delivery terms and conditions entered into force.

