

1. GENERAL PROVISIONS; APPLICABILITY

- 1.1. The sale of any and all spare parts by Auramarine (“**Spare Parts**”) to the buyer (“**Buyer**”) shall be conditioned upon, and subject to the following terms and conditions (“**Terms and Conditions**”) which shall form an integral part of any agreement and/or purchase order between Buyer and Auramarine relating to the supply of Spare Parts or Services by Auramarine.
- 1.2. Buyer’s acceptance of any quotation, proposal or offer made by Auramarine for the sale of Spare Parts (collectively, “**Quotation**”) is expressly made subject to these Terms and Conditions. None of these Terms and Conditions may be added to, modified, superseded or otherwise altered except as revised in writing by Auramarine or in a mutually agreed and signed contract (a “**Contract**”).
- 1.3. All orders for Spare Parts received by Auramarine shall be governed only by these Terms and Conditions, notwithstanding any terms and conditions in any purchase order, release order, or any other form issued by Buyer. Auramarine hereby objects to any terms and conditions which may be found in any purchase order, release order, or any other form issued by Buyer and hereby notifies Buyer that they are rejected.
- 1.4. Any services of Auramarine that are included in and/or provided in connection with the sale of any Spare Parts (“**Services**”) are governed by these Terms and Conditions.

2. DEFINITIONS

In these Terms and Conditions, the following terms shall have the meaning hereinafter assigned to them:

“Auramarine” means Auramarine Oy, Auramarine Technology and Trading Shanghai Ltd. and Auramarine Asia Ltd., as well as their affiliated companies, successors and assigns.

“Business Day” means a day on which the banks in Finland are generally open for the public.

“Buyer” means a buyer, indicated in the purchase order and/or a Contract, purchasing Spare Parts or Services from Auramarine, as well as its affiliated companies, successors and assigns.

“Contract” means only those documents signed by both Parties and expressly made part of these Terms and Conditions by the Parties, which however include (whether signed by Buyer or not) Auramarine’s Quotation and technical specifications as well as these Terms and Conditions.

“Party/Parties” means either Buyer or Auramarine, or both together, depending upon the context.

“Spare Parts” means any and all spare parts sold and/or supplied by Auramarine including any documentation (such as manuals and drawings) related or connected

thereto or otherwise agreed to be supplied by Auramarine.

“Services” means any services rendered in connection to or relating to the Spare Parts, including but not limited to the repair, maintenance, modernization, inspection, testing and re-working of Spare Parts and any necessary parts and materials, whether at Auramarine’s facility or at Buyer’s site.

“Quotation” means any quotation, proposal or offer made by Auramarine for the sale of Spare Parts.

“In writing” refers to a document signed by the Parties or sent by either Party by letter, fax, electronic mail, and by such other means as are agreed by the Parties.

3. PRICES

- 3.1. Prices quoted by Auramarine shall, unless otherwise stated in a Quotation, remain firm for a period of thirty (30) days from the date of a Quotation. However, Auramarine reserves the right, at any time prior to the acceptance of a Quotation by Buyer to adjust said prices by providing notice in writing to Buyer regarding any such adjustment.
- 3.2. Unless otherwise stated in a Quotation, installation, commissioning, supervision and/or start-up services or other services are not included in the price of Spare Parts to be provided by Auramarine.
- 3.3. Prices quoted by Auramarine are exclusive of all local permits and taxes (except taxes levied on Auramarine’s income and payroll) including federal, state, provincial and local use, sales, property or similar taxes, and Buyer shall pay all such amounts or taxes in full or shall reimburse Auramarine for any such amounts or taxes paid by Auramarine.

4. SCOPE OF DELIVERY

- 4.1. The Spare Parts and Services provided by Auramarine pursuant to a Quotation and/or a Contract are limited exclusively to the goods expressly identified in such Quotation and/or Contract. As a result, Auramarine does not assume responsibility and/or liability for the failure to provide any other Spare Parts, goods, equipment or services.
- 4.2. Modifications, additions or deletions to or from the scope referenced in a Quotation and/or a Contract shall only be effective if evidenced in writing duly signed by authorized person on behalf of Auramarine and the sale of any and all Spare Parts affected by such modification, addition or deletion shall be subject to these Terms and Conditions whether or not referenced therein.
- 4.3. All sales of Spare Parts and Services are final.

5. TERMS OF PAYMENT

- 5.1. Unless otherwise provided in the Quotation and/or Contract, all invoices shall be paid by Buyer within fourteen (14) days of the date of relevant invoice.

All prices indicated by Auramarine in a Quotation, a Contract or its price lists are stated exclusive of value added tax. Value added tax shall be invoiced in accordance

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- 5.2. with applicable legislation.
- 5.3. If Buyer fails to timely pay invoices, Auramarine shall be entitled to suspend all work and deliveries and issue a late charge equivalent to 12% (per annum). Buyer shall reimburse Auramarine for all expenses, regardless of their nature or type (including attorney's fees), related in any way to Auramarine's collection of invoices not paid in as they fall due or otherwise incurred by Auramarine in the enforcement of these Terms and Conditions.
- 5.4. Buyer shall make progress payments as stated in the applicable Quotation or otherwise agreed to in a writing signed by Buyer and Auramarine.
- 5.5. Buyer shall have no right to offset any amounts due to Auramarine against any payment or other obligation that Auramarine or any of its affiliates may owe to Buyer.

6. CANCELLATION

- 6.1. A purchase order and/or a Contract may be cancelled by Auramarine (in whole or in part) at any time if (a) Buyer fails to strictly comply with the terms governing the order, (b) Buyer becomes insolvent, appoints or has appointed a receiver, or makes an assignment for the benefit of creditors, (c) a petition in bankruptcy or insolvency is filed by or against Buyer, or (d) amounts due Auramarine by Buyer are unpaid.
- 6.2. Upon cancellation of a purchase order/Contract, Buyer shall, in addition to the obligation to indemnify Auramarine for any and all damages arising out of or in connection to the cancellation, be obligated to pay to Auramarine the price for all Spare Parts that can be completed and shipped within thirty (30) days of the date of cancellation, all Services performed to date and all of Auramarine's costs, expenses and reasonable profit for work in process as of the date of cancellation.

7. DELIVERY

- 7.1. Unless otherwise identified in a Quotation or Contract, all shipments of Spare Parts are FCA (Incoterms 2020). All risk of loss with respect to any Spare Parts shipped shall pass to Buyer in accordance with said delivery term.
- 7.2. Title to the Spare Parts shall transfer to Buyer upon Auramarine's receipt of payment in full for all Spare Parts and Services provided pursuant to a Quotation, purchase order and/or Contract.

7.1. Delivery times

- 7.1.1. All the Quotations given by Auramarine are subject to prior sale. Auramarine reserves the right to process orders at its sole discretion. Unless otherwise expressly agreed in a signed writing by Auramarine, any and all delivery dates, times, or schedules provided by Auramarine are estimates only. Estimated delivery dates are non-binding, and Auramarine shall not be liable for any costs, losses, expenses, or damages resulting from a change in or failure to meet an estimated delivery date.
- 7.1.2. Upon approving the Buyer's order, Auramarine will provide an estimated delivery date of the Spare Part, but this date is not binding on the Seller and the Seller is not liable for any costs or damage resulting from a change in the estimated delivery date.
- 7.1.3. If the value of a single order placed by the Buyer is less than 150 euros, the Seller has the right to charge a separate small delivery fee of 100 euros for each delivery in addition to the price of the Spare Part.

7.2. Freight Charges

Any possible reference to freight charges contained in a Quotation or Contract is an estimate. Auramarine is not responsible for any differences that may occur between freight estimates contained in a Quotation or Contract and actual freight charges applicable at the time of shipment, and Buyer shall incur and be responsible for all costs associated therewith.

7.3. Packaging

Unless otherwise identified in a Quotation or Contract, quoted prices do not include the cost for export or special packaging of Spare Parts and Buyer shall assume and be responsible for those extra costs associated with such export and packaging.

7.4. Inspection

Upon receipt of the Spare Parts, Buyer shall, without delay and using due diligence, examine the same as to the quality and quantity of the Spare Parts. Unless Buyer notifies Auramarine in writing to the contrary within eight (8) calendar days from the receipt thereof, the Spare Parts shall be deemed to have been duly received in agreed condition, except for such non-conformities which could not reasonably have been discovered in a prudent examination of the Spare Parts. Apparent non-conformities shall however be notified immediately at delivery to the carrier and recorded on the waybill or other relevant transport document.

8. WARRANTY

- 8.1. Auramarine guarantees that the Spare Parts/Services delivered are free from defects for a period of six (6) months as of delivery of the respective Spare Parts/Services to Buyer.

- 8.2. Auramarine shall not be liable for: (i) natural wear of the Spare Parts; (ii) non-conformities (a) resulting from improper or incomplete handling, storage, erection, operation, or maintenance or other use of the Spare Parts by Buyer or third parties, or (b) caused by non-compliance with Auramarine's manuals or instructions; (iii) modifications or repairs made to the Spare Parts by Buyer or third parties without a prior written consent of Auramarine, or (iv) exposing the Spare Parts to severe or abnormal operating conditions.
- 8.3. Any defects shall be notified in writing to Auramarine within ten (10) Business Day's as of their discovery. In any event, the notice of non-conformity shall be made within ten (10) Business Day's as of the end the warranty period specified in Section 8.1. The notification shall set out the details of the defects. If Buyer fails to give timely notice, the Buyer shall be deemed to have forfeited its right to rely on a defect.
- 8.4. Remedial work shall be carried out at the place where the Spare Part is located unless the Auramarine deems it more appropriate that part is sent to Auramarine or a destination specified by Auramarine. If the defect can be remedied by replacement or repair of a defective part and if dismantling and re-installation of the part do not require special knowledge, Auramarine may demand that the defective part is sent to Auramarine or a destination specified by Auramarine. In such case the Auramarine shall have fulfilled its obligations in respect of the defect when it delivers a duly repaired or replaced part in replacement to Buyer.
- 8.5. In the event Auramarine fails to repair or replace non-conforming Spare Parts or re-perform non-conforming Services within a reasonable period of time and Buyer has provided Auramarine written notice of such default, Buyer may at its own discretion (i) undertake reasonable efforts to repair or replace non-conforming Spare Parts or re-perform the defective Services and recover from Auramarine the direct cost thereof as set forth above, provided that such costs do not exceed 15% of the price of such Spare Parts and/or Services, (ii) demand a price reduction not exceeding 15% of the price of the non-conforming Spare Parts and/or Services, or (iii) return the non-conforming Product and demand repayment of the purchase price.
- 8.6. The express liabilities and remedies provided above in this Section 8 (Warranty) are the sole and exclusive liabilities of Auramarine and remedies available to Buyer for any and all defects or non-conformities. Any and all other warranties, whether express, implied, statutory, conditions of merchantability, fitness for a particular purpose or otherwise, are waived and disclaimed.

9. LIMITATION OF LIABILITY

- 9.1. Notwithstanding anything else to the contrary in any Contract or Quotation or elsewhere, Auramarine shall not be liable for any special, consequential, incidental or indirect damages, including but not limited loss of profit or revenues, loss of production, loss of contract, loss of or increased expense of use of the Spare Parts and/or Services, damage caused by the Spare Parts, downtime costs or other increased expense of operation, or claims of Buyer's customers or other third parties.
- 9.2. Auramarine's maximum aggregate liability arising out of or in connection to a Contract for the sale of Spare Parts and related Services shall not exceed an amount equal to 100% of the price of the Spare Parts and/or Services sold pursuant to such Contract.

- 9.3. Nothing in this Section 9 shall apply to exclude or limit any liability of Auramarine: (i) arising from any willful misconduct or gross negligence on the part of Auramarine or (ii) where and to the extent that the exclusion or limitation of Auramarine's liability is prohibited by applicable mandatory law.

10. CONFIDENTIALITY; INTELLECTUAL PROPERTY

- 10.1. Buyer shall not disclose to any third party any confidential business or technical information provided by Auramarine, including but not limited to Spare Parts drawings, specifications, formulas, manuals, or pricing lists. Such information remains the exclusive property of Auramarine and shall be returned upon request.
- 10.2. All intellectual property rights to the Spare Parts and the Services shall remain the exclusive property of Auramarine. Nothing in these Terms and Conditions, a Quotation or a Contract shall be deemed to constitute the grant of any license or other rights to the Buyer in the Spare Parts or the Services except for the right to use the Spare Parts and the Services expressly for the purpose for which the Product and/or the Service were supplied.
- 10.3. The Buyer shall have no right to utilize the Spare Parts or Services or any information contained or incorporated therein, including any progeny and unmodified derivatives of Spare Parts or Services for the purpose of (i) filing patent applications, (ii) modifying its pending patent applications, (iii) commercial provision of services or incorporation into spare parts and/or services for commercial sale other than expressly for the purpose for which the Spare Parts and/or Services were supplied, or (iv) reverse engineering the Spare Parts.

11. FORCE MAJEURE

- 11.1. The following circumstances shall constitute force majeure ("Force Majeure") if they impede the performance of a Contract, Quotation or a purchase order or make performance unreasonably onerous: industrial disputes, strikes and any other circumstance beyond the control of a Party, such as but not limited to fire, natural disasters, war, mobilization or military call up of comparable scope, requisition, seizure, trade and currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, pandemics, epidemics, natural disasters, extreme natural events, terrorist acts, restrictions in use of power and defects or delays in deliveries from subcontractors caused by any such circumstance as referred to in this section 11.
- 11.2. A circumstance referred to in this section 11 whether occurring prior to or after the formation of a Contract, Quotation or purchase order, shall give a right to suspend of its performance under the Contract, Quotation or purchase order for the duration of the events and/or circumstances giving raise to the Force Majeure however, only if its effect on the relevant performance could not be foreseen at the time of the formation of the Contract, Quotation or purchase order, whichever relevant.
- 11.3. A Party who wishes to claim Force Majeure shall inform the other Party without delay of the intervention and the cessation of such circumstance.
- 11.4. Either Party shall be entitled to terminate a Contract or purchase order by notice in writing to the other Party if performance of the Contract or purchase order is suspended due to Force Majeure for more than three (3) months.

- 11.5. In case of Force Majeure, both Parties will cover their own costs caused by the Force Majeure event, and the performance will start and continue as soon as the effects of Force Majeure have ceased.

12. OTHER TERMS

To the extent not otherwise agreed in these Terms and Conditions, the Orgalime S 2022 General Conditions for the supply of mechanical, electrical and electronic Spare Parts, shall be applied to the Quotation/Contract, and said General Conditions are incorporated as part of these Terms and Conditions by reference.

13. GENERAL COMPLIANCE

The Buyer agrees to comply with all applicable laws and regulations. For the avoidance of doubt, this includes but is not limited to all applicable regulations for the protection of human rights and environmental standards, anti-bribery and anti-corruption laws, national and international custom laws, environmental laws, antitrust and competition laws, tax laws, laws for proper accounting and financial reporting, all relevant regulations for the prevention of accidents, other occupational health and safety regulations as well as data protection regulations. The Buyer shall be liable and indemnify the Seller against all costs or other losses (in particular claims of third parties, fines, immaterial damages) resulting from the Supplier's non-compliance with the applicable laws and regulations as well as the provisions of this Section 13, unless the Buyer proves that it is not responsible for the violation.

14. EXPORT CONTROL AND COMPLIANCE WITH FOREIGN TRADE REGULATIONS

- 14.1. The Parties shall comply with all export control and foreign trade restrictions under applicable Finnish, European Union (EU), United Nations (UN), United Kingdom (UK) and United States (US) laws and regulations. ("Applicable Foreign Trade Law").
- 14.2. The Buyer warrants that it is not subject, directly or indirectly, to personal sanctions under Applicable Foreign Trade Law.
- 14.3. The Buyer shall be liable and shall indemnify Auramarine against all costs or other losses (in particular claims of third parties, fines, immaterial damages) resulting from the Buyer's non-compliance with the Applicable Foreign Trade Law and the provisions of Sections 14 and 15, unless the Buyer proves that it is not responsible for the breach.
- 14.4. If there is reason to believe that an export license is required under Applicable Foreign Trade Law for the performance of the contractual obligations by the Seller, the entire Contract between Auramarine and the Buyer shall be subject to the condition precedent that such export license is granted. Should a potential export license requirement arise after conclusion of the Contract, any delays or non-performance due to export inspections or approval procedures shall suspend the time periods for delivery dates or other obligations, unless Auramarine is responsible for such delay. The Buyer shall be obliged to support Auramarine in the application procedure, in particular providing all necessary information and documents (e.g. end-user certificate).

- 14.5. Auramarine shall be entitled to suspend performance of contractual obligations upon becoming aware or having reason to believe that fulfilling the contract would constitute a breach of Applicable Foreign Trade Law. If the Contract can ultimately not be fulfilled due to the Applicable Foreign Trade Law, either contracting party may terminate the Contract in whole or in part with immediate effect by providing written notice to the other party. In the event of termination, the contracting parties shall be obliged to return any benefits already received, unless this is prohibited by the Applicable Foreign Trade Law. Further claims for compensation (including damages) shall be excluded.
- 14.6. If the Buyer intends to re-export the Spare Parts at a later stage, for example after processing, modification or treatment, the Buyer shall be obliged to comply with the Applicable Foreign Trade Law in this case as well.

15. ADDITIONAL COUNTRY SPESIFIC EXPORT CONTROL REGULATIONS

- 15.1. The Buyer may not directly or indirectly sell, export or re-export Spare Parts that fall within the scope of (i) Article 12g of Council Regulation (EU) No. 833/2014 or (ii) Article 8g of Council Regulation (EU) No. 765/2006 and which are supplied in the context of or in connection with operations subject to these terms and conditions, to Russia or Belarus or for use in Russia or Belarus.
- 15.2. The Buyer may not use any intellectual property rights, trade secrets or rights of access to or reuse of material or information within the meaning of Article 12ga of Council Regulation (EU) No. 833/2014, that it has obtained from Auramarine through sale, license or other transfer in connection with goods falling within the scope of Article 12ga of Council Regulation (EU) No. 833/2014 which are intended for sale, supply, transfer or export, directly or indirectly, to Russia or for use in Russia.
- 15.3. If the Spare Parts purchased from Auramarine are (re-)sold, (re-)exported or otherwise delivered or transferred to third parties or – subject to Auramarine’s prior consent – sublicensed with respect to intellectual property rights or trade secrets within the meaning of Section 15.2, the Buyer shall oblige these third parties or sublicensees to comply with the obligations under Sections 15.1 and 15.2 and pass these on to their buyers or sublicensees accordingly.
- 15.4. The Buyer undertakes to establish and maintain an appropriate monitoring mechanism to detect conduct by third parties in the further supply chain, including potential resellers, that would frustrate the purpose of Sections 15.1 and 15.2.
- 15.5. Any breach of Sections 15.1, 15.2, 15.3 and/or 15.4 shall constitute a material breach of a material contractual obligation and Auramarine shall be entitled to take reasonable remedial action, including, without limitation, to terminate the Contract with immediate effect by written notice and to claim a contractual penalty in the amount of 30% of the total value of the Contract or the price of the exported Spare Parts, whichever is higher. The contractual penalty shall be set off against any claims for damages according to Section 14.3.
- 15.6. The Buyer shall inform Auramarine immediately of any irregularities in the application of this Section, including any relevant activities of third parties that could frustrate the purpose of Sections 15.1 and 15.2. Upon Auramarine’s request, the Buyer shall provide Auramarine with information on compliance with the obligations under Sections 15.1, 15.2, 15.3 and 15.4 within two weeks.

16. DISPUTES

Any dispute, controversy or claim arising out of or relating the contract, or the breach, termination or validity thereof, 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. The seat of arbitration shall be Turku, Finland. The language of the arbitration shall be English.

17. APPLICABLE LAW

These Terms and Conditions, all Quotations, all Contracts, as well as any and all other contracts between Auramarine and the Buyer relating to Spare Parts or Services shall be construed in accordance with and governed by the substantive laws of Finland without reference to any conflict of laws provision thereof that direct the application of the laws of another jurisdiction. The application of the U.N. Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.