

## GENERAL TERMS AND CONDITIONS OF PROCUREMENT

### 1. SCOPE OF APPLICATION

These Procurement Terms apply to all procurements made by Digita Oy ("Digita", business ID 2488970-5), unless otherwise agreed in writing between the Parties. These terms also apply to procurements made by any company that is, at the relevant time, part of the same corporate group as Digita.

### 2. DEFINITIONS

*"Procurement Terms"* refers to these Digita General Terms and Conditions of Procurement;

*"Procurement Contract"* refers, depending on the situation, either to the Order and all its annexes or the entire agreement relating to the Order, consisting of a framework agreement and/or a main agreement and all its annexes;

*"Intellectual Property Rights"* refers to any intellectual property rights wherever located, including without limitation patents, utility model rights, copyrights, trademarks, product names, exclusive rights to a design and other intellectual property rights such as trade secrets, inventions, know-how and confidential information;

*"Purchase Price"* refers to the total purchase price as set out in section 7.1 (Purchase Price and Payment Terms) of these Procurement Terms;

*"Legislation"* refers to all applicable laws, statutes, regulations, and ordinances (including EU-level regulations, directives and decisions) in force at the relevant time, as well as any orders, rulings, decisions, and/or guidelines issued by competent courts and/or authorities;

*"Contracting Parties"* refers to the Client and the Supplier jointly, and *"Contracting Party"* refers to the Client or the Supplier alone;

*"Client"* refers to Digita Oy or a company belonging to the same group of companies, which has concluded a Procurement Contract;

*"Client's Outcome"* is defined in section 14.1;

*"Client's Requirements"* refers to all requirements that have been expressed in the Procurement Contract and any subsequent addition or modification to such requirements made in accordance with the Procurement Contract;

*"Order"* refers to an agreement, purchase order or other document, including any attachments, referring to these Procurement Terms and further specifying the Delivery;

*"Supplier"* refers to the party of the Procurement Contract supplying the Delivery; and

*"Delivery"* refers to the procurement and delivery ordered by the Client, specified in the Procurement contract,

including, in their entity, all equipment, goods, designs, services, consultancy, materials, documents and rights to be delivered under and in accordance with the Procurement Contract. A Delivery shall include both the final results and any interim performance or deliverables at any stage of the delivery process, as applicable depending on the context.

### 3. CONCLUSION OF CONTRACT

3.1 A contract between the Supplier and the Client is deemed to have been concluded when one of the following events has occurred: a) the Parties have signed the Procurement Contract; b) the Client has notified the Supplier in writing that it accepts the Supplier's offer; or c) the Supplier has otherwise confirmed the Client's Order. If the Supplier has not confirmed the Order or clearly notified the Client of any proposed changes to the Order within five (5) business days from the date on which the Order was sent by the Client, the Supplier shall be deemed to have accepted the Order as is.

3.2 If the Contracting Parties wish to deviate from these Procurement Terms, the changes must be agreed upon in writing in the Procurement Contract. Any terms included by the Supplier in its order confirmation that differ from the Order will only become effective if expressly accepted in writing by the Client. Unless otherwise expressly agreed upon in writing, these Procurement Terms shall apply with precedence immediately after the main agreement, before any other annexes to the Procurement Contract.

3.3 Any material provided or submitted by a Contracting Party in connection with the procurement will form part of the Procurement Contract only to the extent that such material is annexed to the Procurement Contract or expressly referred to in the Procurement Contract or in these Procurement Terms.

3.4 During the term of the Procurement Contract, the Contracting Parties undertake to promote cooperation, acting professionally according to good practice and in good faith in order to fulfil the purpose of the Procurement Contract. In addition, the Contracting Parties undertake to communicate actively with each other on the matters described in the Procurement Contract and related matters, to provide the necessary documents, information and decisions.

### 4. OBLIGATIONS OF THE SUPPLIER

4.1 The Supplier shall allocate the necessary human and other resources, including materials, for the performance of the Delivery and shall be responsible for ensuring that the Procurement Contract is fulfilled as agreed. The Supplier shall also ensure that the Delivery is carried out and/or produced on time and within the agreed budget, with due care and professionalism and in accordance with good engineering practice, the agreed quality level, applicable Legislation and relevant standards and regulations.

4.2 The Delivery must comply with all relevant provisions and requirements of the Legislation, as well as the agreed characteristics, including the agreed quantity, the agreed and/or reasonably expected quality requirements and the normal industry standards. The Delivery must also meet all applicable requirements relating to fire safety, environmental protection, information security, responsibility, structure, equipment, and occupational safety. In addition, the Procurement must have all relevant and case-specific approvals and markings (e.g., CE marking).

4.3 The Supplier shall not make any changes to the Delivery as specified in the Procurement Contract during the delivery period without the Client's prior written consent.

4.4 Unless otherwise expressly agreed, the Delivery includes:

- the necessary materials, structures, equipment and/or services, comprising a package that enables the Delivery to be used safely and functionally for the purposes of the Client;
- the necessary instructions and technical drawings (in printed and/or digital format) and guidance on the use of the Delivery;
- the necessary documents and permits showing that the Supplier complies with the provisions of the Legislation; and
- the necessary rights of use and Intellectual property rights to use the Delivery for the Client's purposes with the necessary rights of modification, reproduction, redistribution and transfer.

These obligations are included in the Purchase price, unless otherwise expressly agreed in writing. The Supplier further warrants that it has the right to deliver the Delivery to the Client.

4.5 The Supplier is obliged to comply with applicable Legislation, and in particular with Legislation concerning occupational safety, environmental protection, corporate responsibility, processing of personal data, and information security.

4.6 The Supplier shall notify the Client in writing without delay of any changes, potential changes and/or other material matters relating to the Delivery as soon as the Supplier has become aware thereof. If the Delivery or the Procurement Contract is of a long-term and/or continuous nature, the Supplier shall report to the Client in writing at least once a month, or at another agreed interval, on matters agreed separately between the Contracting parties. The Client and the Supplier shall agree on reporting in more detail, if necessary, and on a case-by-case basis.

4.7 The Supplier will appoint a person responsible for the Delivery and inform the Client of the name and contact details of the responsible person. The Supplier is also

obliged to inform the Client without undue delay of any change of contact person.

4.8 The Supplier undertakes to obtain and maintain liability insurance covering the term of the Procurement Contract.

## **5. OBLIGATIONS OF THE CLIENT**

5.1 The Client shall provide the agreed information, specifications and materials required by the Supplier and held by the Client, as agreed in the Procurement Contract. The Supplier is entitled to use the information and materials provided solely for the purpose of performing the Procurement Contract. If the Supplier discovers an error, ambiguity or omission, or a potential error, ambiguity or omission in the information, specifications or material provided by the Client, the Supplier must notify the Client immediately to allow the Client to correct the discovered error, ambiguity or omission.

5.2 The Client shall provide the Supplier such materials, supplies and equipment as are expressly agreed in writing in the Procurement Contract to be the Client's responsibility, and which are necessary for the performance of the Delivery.

5.3 The Client shall fulfil its obligations in accordance with the agreed schedule. If the Client fails to fulfil its obligations within the schedule set out in the Procurement Contract, or if no schedule has been agreed within a reasonable time despite the Supplier's request, the Delivery schedule shall be extended by a period corresponding to the Client's delay, provided that the Supplier notifies the Client of the delay in writing.

## **6. ACCEPTANCE CHECKS**

6.1 Unless otherwise agreed, the Client shall inspect the final result of the Procurement without undue delay after the Supplier has submitted the Delivery for inspection. The Supplier shall assist the Client in conducting the inspection in accordance with separately and specifically agreed procedures.

6.2 The Client must notify the Supplier of any defect in the final result of the Delivery within a reasonable time after the defect has been discovered.

6.3 The Supplier must promptly and at its own expense, remedy any defects identified during the inspection. The Client shall accept the Delivery when the Supplier has corrected all defects found during the acceptance inspection. Upon acceptance, the Client shall notify the Supplier thereof in writing. However, such acceptance shall not release the Supplier from liability for any latent defects that the Client could not reasonably have identified, or that it was not reasonably expected to identify, during the acceptance inspection.

6.4 If the Client has not reported any errors within the time period specified in section 6.2, the Client is deemed to have accepted the final result of the Delivery.

6.5 Each Contracting party shall bear its own costs related to the inspection. If the Delivery or any part thereof, fails to meet the applicable requirements, the Supplier shall be responsible for bringing the Delivery into conformity and for all additional costs incurred by the Client as a result, including those related to re-inspection, handling, and transportation.

6.6 In all circumstances, the Delivery shall meet the agreed quality and/or service level, as well as the level that can reasonably be expected from similar deliveries.

## **7. PURCHASE PRICE AND PAYMENT TERMS**

7.1 The Client undertakes to pay the Purchase price specified in the Procurement Contract in accordance with its terms. Unless otherwise agreed between the Contracting Parties, the Purchase price refers to a fixed, non-adjustable total price for the Delivery, which constitutes full compensation to the Supplier for fulfilling all its obligations under the Procurement Contract. The Purchase Price shall include, at a minimum: a) the price of the Delivery; b) daily allowances, travel and accommodation expenses, invoicing surcharges and other similar costs; b) taxes, duties and other public levies, excluding value-added tax; c) the usual costs of transport, packaging and other handling in accordance with the agreed delivery terms; and d) drawings and regular operating and maintenance manuals and other similar documents necessary for the installation, operation and maintenance of the Delivery (hereinafter referred to collectively as the "Purchase price").

7.2 Unless otherwise agreed, the Client shall pay the Purchase price upon accepted delivery of the Delivery, within forty-five (45) calendar days net from the date of receipt of the invoice. The applicable interest on late payments shall be the statutory interest for late payment under the Interest Act. Recurring payments shall be invoiced by the Supplier in arrears at agreed billing periods. The Supplier's invoice must contain itemised and sufficiently detailed breakdown of the invoicing basis. If the Client considers the breakdown to be unclear or insufficient, the Supplier shall provide clarification as requested by the Client.

7.3 The Client shall be entitled to withhold payment up to a reasonable extent until the payment specification and/or the Supplier's deliverables linked to the payment's maturity have been fully met. The Client has the right to offset any counterclaims (e.g., delay penalties) against the amounts payable.

## **8. DELIVERY TIME AND DELAY IN DELIVERY**

8.1 Unless otherwise expressly agreed in writing, the delivery period shall commence upon the signing of the Procurement Contract, the confirmation of the Order, or when one of the conditions set out in section 3.1 is fulfilled. The delivery period shall end on the date specified in the Procurement Contract, upon expiry of the specified delivery time, or when the Delivery has been duly and acceptably delivered to the Client in accordance with the Procurement Contract. Unless otherwise agreed, the delivery period shall be a reasonable time.

8.2 If the Supplier discovers or ought to have discovered during the delivery period that it will not be able to deliver the Delivery within the agreed timeframe or is otherwise delayed, it shall notify the Client in writing without delay. The notice shall state the cause and expected duration of the delay and specify the measures the Supplier will take to mitigate the delay and its effects. Issuing the notice does not release the Supplier from its obligations under the Procurement Contract. If the delay, which is greater than a minor, is attributable to the Supplier and the Supplier fails to provide timely notice, such failure shall be deemed gross negligence, entitling the Client to claim damages in accordance with the Procurement Terms.

8.3 If the Delivery, or any part thereof, is delayed due to reasons attributable to the Supplier and not due to force majeure, the Supplier shall pay the Client a delay penalty of two (2) per cent (2%) of the Purchase price for each commenced period of seven (7) days during which the Delivery could not be put into intended use, up to a maximum of ten (10) weeks.

8.4 The payment of a delay penalty shall not release the Supplier from its delivery obligations. The Client's rights set out in this Section 8 shall not limit or prejudice any other rights of the Client may have under the Procurement Contract, the Procurement Terms, or the law. The Client shall also be entitled to compensation from the Supplier for any direct costs and damages caused by the delay, to the extent they exceed the delay penalty in specified in Section 8.3.

## **9. RIGHT TO AUDIT**

9.1 The Client shall have the right, at any time and subject to fourteen (14) days' prior notice, to conduct an audit itself or have one conducted by an independent third party, provided that such third party is not a competitor of the Supplier. The audit may concern the Delivery and the Supplier's compliance with the related obligations, applicable Legislation, the accuracy of invoicing, the functionality of control and management systems, corporate responsibility, data protection, information security, and the accuracy of reporting ("Audit"). If the Audit is conducted by a third party, it shall be ensured that the same confidentiality obligations apply to the third party as to the Contracting parties.

9.2 The Supplier shall allocate sufficient resources to facilitate the Audit. A written report shall be prepared following the Audit.

9.3 The Client or a representative of the independent third party designated by the Client shall conduct the Audit in a manner that minimises disruption and potential inconvenience to the Supplier's operations.

9.4 If the Audit reveals any deficiencies or errors in the Supplier's Delivery or invoicing, the Supplier shall promptly correct such deficiencies or errors at its own expense.

9.5 As a general rule, the Client shall bear the direct costs of the Audit. However, the Client shall not be liable

for any costs if the Audit reveals material errors, omissions, and/or other defects if the Supplier's operations, products, and/or services. In such cases, the Supplier shall, without undue delay, remedy the error, omission, or deficiency and bear all costs related to the Audit.

9.6 An Audit conducted or commissioned by the Client shall not release the Supplier from its obligations under the Procurement Contract, nor shall it be deemed to constitute acceptance of the Delivery.

## **10. DATA PROTECTION AND INFORMATION SECURITY**

10.1 The Supplier shall ensure information security and the protection of privacy when processing personal data and shall comply with the applicable data protection legislation binding upon it at any given time. In addition, the Supplier undertakes to obtain all necessary authorisations and consents, to take all required measures and make the necessary notifications prior to the processing of personal data.

10.2 Each Contracting Party shall be responsible for implementing appropriate technical and organisational measures on its part to protect personal data from unauthorised access, and from any accidental or unlawful destruction, alteration, disclosure, transfer or other unauthorised processing.

10.3 If the Supplier processes personal data on behalf of Digita, the processing of personal data will be agreed in detail in a separate data processing agreement entered between the Contracting Parties. If the Supplier acts as the processor of personal data, Digita is responsible for ensuring that it has the right to disclose the personal data in question to the Supplier for the agreed purpose. The Supplier is responsible for processing the personal data provided by Digita in accordance with Digita's reasonable instructions.

10.4 Each Contracting Party shall ensure that its own environments – including the equipment, service production environments, systems, and premises for which it is responsible – are protected against information security risks in accordance with the appropriate information security practices applied by the Contracting Party and that the procedures related to protection and data backups shall be followed and continuously developed as required by the circumstances.

## **11. WARRANTY AND WARRANTY PERIOD**

11.1 The Supplier warrants and represents that the Delivery complies with the Procurement Contract and meets the quality standards specified therein for continuous operation or, in the absence of such specifications, the minimum quality standards generally expected for deliveries of the same type, in terms of both actual quality and service level. The Supplier further warrants and represents that the Delivery has been carried out professionally and with due care. The Supplier shall be liable for any defect in the Delivery that appears after delivery and results from defective or inadequate design, material, manufacturing, or execution.

11.2 Where performance, consumption, emission, response time, or other functional values or characteristics are specified in the Procurement Contract, the Supplier warrants and represents that the Delivery complies with such values or characteristics.

11.3 The warranty period shall commence on the date of commissioning of the Delivery or on the date of performance of the service, but no later than six (6) months from the date of delivery or, if the Delivery is subject to separate approval, from the date on which the Client issues its approval. The warranty period shall be the Supplier's standard warranty period, but not less than twenty-four (24) months. The Client shall have the right to transfer the warranty to a third party.

11.4 Even after the expiry of the warranty period, the Supplier shall, without undue delay and at its own expense upon receiving notification from the Client, rectify any defects in the Delivery which the Client can demonstrate were present at the time of transfer of risk and which the Client could not reasonably have detected during the acceptance inspection or the warranty period.

11.5 If a defect covered by the warranty is discovered in the Delivery, the Client shall notify the Supplier without delay. The Supplier shall at its own expense and without undue delay, remedy the defect or reperform the Delivery. Any defective parts that are replaced shall become the property of the Supplier, but the Client shall have the right to retain possession of such parts if necessary. The warranty period for the replaced parts shall be as set out in Section 11.3. Warranty repairs shall be conducted at the Client's premises or at another location designated by the Client. The Supplier shall, free of charge, provide the Client with such replacement equipment as is necessary to ensure the continuity of the Client's operations during the warranty repair.

11.6 If the Supplier fails to correct and/or remedy the defect within a reasonable time after the Client's notification, the Client, after notifying the Supplier, shall have the right to carry out or have a third party carry out the necessary repairs at the Supplier's risk and expense.

11.7 The warranty shall not cover normal wear and tear, damage resulting from use contrary to the operating instructions provided to the Client, or situations where the Client has independently modified the Delivery without the Supplier's consent in a manner contrary to the Procurement Contract.

11.8 Unless otherwise agreed, the Supplier shall ensure the availability of necessary maintenance services and spare parts for the Delivery throughout its normal commercial life from the date of delivery, and in any case for a minimum of ten (10) years from the expiry of the warranty period.

## **12. OWNERSHIP AND LIABILITY FOR RISK**

12.1 The Supplier shall deliver the Delivery or part of the Delivery in accordance with the terms of delivery specified in the Procurement Contract. Unless otherwise agreed by



the Contracting Parties, the delivery term will be DDP, at the named place of delivery in Finland by the Client (Incoterms 2020).

12.2 The liability for damage and shall transfer to the Client when the Delivery has been handed over to the Client at the agreed location in accordance with the Procurement Contract. Title to the Delivery shall transfer to the Client no later than upon full payment of the Purchase Price. Unless otherwise agreed by the Contracting Parties, risk and liability shall transfer in accordance with DDP (Incoterms 2020).

12.3 The Supplier shall be responsible for any property of the Client placed in its custody for the purposes of performing the Delivery, including for storage, repair, further processing, or other similar reason, and shall return such property without delay upon the Client's request.

### **13. LICENCES AND INTELLECTUAL PROPERTY RIGHTS**

13.1 The Delivery shall include all rights and licenses necessary for the use the Delivery in the Client's business operations, as further specified in the Procurement Contract. The Client shall have the right to transfer the Delivery, in whole or in part to a third party.

13.2 The Supplier shall ensure that the Delivery, its use, or its transfer does not infringe the Intellectual property rights or other rights of any third party. If the Client becomes subject to any claim by a third party based on such infringement, the Supplier undertakes to indemnify the Client for all costs and expenses arising from or related to the infringement or the related claim. The Client shall promptly notify the Supplier of any such claim and grant the Supplier the primary right to handle the matter. The Supplier shall, at its own expense, either modify the Delivery to eliminate the infringement or procure for the Client the rights necessary to continue using the Delivery.

### **14. RIGHTS TO SOFTWARE AND OTHER DELIVERABLES**

14.1 If the Delivery includes any software, end result, material, data, design, or other work product or material specifically tailored for the Client (the "Client Deliverables"), all intellectual property rights related thereto, including the rights to modify, transfer, and sublicense, shall transfer to the Client upon creation.

14.2 Notwithstanding the termination of the Procurement Contract, the Client's right to use the Client's Deliverables shall continue, unless in the event of termination of the Procurement Contract due the Client's wilful misconduct or grossly negligent breach of contract.

### **15. LIABILITY FOR DAMAGES**

15.1 The liability of either Contracting Party for direct and immediate damages (including replacement purchases) arising from a material breach of the Procurement Contract or failure to comply with its terms, shall be limited to a one hundred (100%) per cent of the Purchase price or the equivalent twelve (12) months'

average monthly charges, whichever is higher. This limitation excludes any contractual penalty for delay.

15.2 Neither Contracting Party shall be liable for any indirect or consequential damages suffered by the other Contracting Party, such as loss of profit, loss of market share, loss of production or similar damage.

15.3 The limitation of liability set out in this section 15 shall not apply to damage caused wilful misconduct or gross negligence, personal injury, or damages resulting from a breach of confidentiality, data protection obligations, or intellectual property rights.

### **16. TERM AND TERMINATION OF THE CONTRACT**

16.1 The contract shall remain in force as agreed in the Procurement contract. If no specific term is agreed, the conditions of this section 16 apply.

16.2 In the case of a one-time Delivery, the Procurement Contract will remain in force until the Supplier has delivered Delivery in accordance with the Procurement contract, the Client has accepted the Delivery, and the Purchase Price has been paid.

16.3 In the case of an ongoing Delivery, the Procurement Contract shall be valid until further notice. It may be terminated by the Client with one (1) month's written notice, or by the Supplier with four (4) months' notice.

16.4 Either Contracting Party has the right to terminate the Procurement Contract with immediate effect if:

- the other Contracting Party commits a material breach of the Procurement Contract and fails to remedy it within thirty (30) days of written notice;
- bankruptcy proceedings are initiated, the Contracting Party is subject to restructuring or liquidation, or is otherwise deemed insolvent (subject to applicable legal limitations);
- the other Contracting Party breaches confidentiality or intellectual property rights; or
- a force majeure event continues for more than three (3) months prevents performance of the Procurement Contract.

16.5 the Client shall have the right to terminate the Procurement Contract with immediate effect if:

- the Supplier has wilfully or through gross negligence commits a material breach or neglect;
- the Supplier materially or repeatedly breaches or neglects the Procurement Contract and fails to remedy such breach within fourteen (14) days after a written notice thereof;
- the Client is entitled to a full delay penalty under section 8.3; or
- there is another legal ground for termination.

16.6 The Client shall have the right to terminate the Procurement Contract with immediate effect if a competitor of the Client acquires control of the Supplier. The Supplier shall promptly notify the Client of any change in control.

16.7 If the Procurement Contract is terminated under section 16.2 or 16.3 due to reasons attributable to the Supplier, the Client shall have the right to use the Delivery for a reasonable period, and the Supplier shall be obligated to assist the Client after termination to facilitate a replacement purchase or to mitigate any damages resulting from the termination.

16.8 Notwithstanding the termination of the Procurement Contract, all provisions that by their nature are intended to survive termination — such as those concerning warranties, confidentiality, dispute resolution, and applicable law — shall remain in effect.

## **17. FORCE MAJEURE**

17.1 If the fulfilment of any term of the Procurement contract is prevented or delayed in whole or in part due to a force majeure event, the Contracting party shall be released from its obligations under the affected term of the for the duration of the force majeure event. A force majeure event refers to a circumstance beyond the reasonable control of the Contracting Parties, which could not reasonably have been foreseen at the time of concluding the Procurement Contract, and whose consequences cannot be avoided, prevented, or overcome. Such circumstances may include, but are not limited to, war, general labour disputes, exceptional natural phenomena, disruptions in payment transactions, suspension of public transport, or widespread interruption of energy supply. The other Contracting Party shall be notified of the force majeure event and its cessation without undue delay.

17.2 A delay caused by a subcontractor shall not be considered a force majeure event unless the Supplier demonstrates that the delay was caused by a force majeure affecting the subcontractor and that replacing the subcontractor's contribution with an equivalent product or service would be impossible without incurring unreasonable costs.

## **18. CONFIDENTIALITY AND SECURITY**

18.1 The Supplier undertakes to keep confidential all information received during the negotiations or during the validity of the Procurement Contract — whether provided orally, in writing, electronically, or in any other form, directly or indirectly — that is marked as confidential or should reasonably be understood to be confidential, including trade secrets. The Supplier shall not disclose such information to any third party and shall use the information solely for the purposes of fulfilling the Procurement Contract. This obligation of confidentiality shall remain in effect for five (5) years from the conclusion of the Procurement Contract, and in any case, for at least three (3) years from the date of receipt of the information. In the case of trade secrets, the confidentiality obligation shall apply for at least the period defined in this section 18 (Confidentiality and security), and thereafter as long as the information meets the legal criteria for a trade secret.

Termination of the Procurement Contract shall not affect the confidentiality obligation. The confidentiality obligation shall not apply to information which disclosure has been authorised in writing by the Client in advance, nor to information which:

- is in the public domain at the time of disclosure or subsequently becomes public for reasons other than a breach of confidentiality;
- was demonstrably known to the person subject to the obligation of confidentiality before disclosure and was not subject to any obligation of secrecy;
- is obtained independently from a third party without confidentiality obligation and that third party has not received the information directly or indirectly from the Client; or
- is independently developed by personnel who can prove they have not used or accessed any confidential information under the Procurement Contract.

However, the Supplier may disclose confidential information to public authorities if required to do so by law. The Client must be informed in advance of any disclosure without undue delay, provided that such notice is permitted by law.

18.2 The Supplier shall not use the Delivery or the Client as a reference without the Client's prior written case-specific consent.

18.3 If agreed in the Procurement Contract or upon the Client's request, the Supplier shall engage only such personnel for the Delivery who agree to the Client conducting reliability and/or security clearance on them and who sign a personal confidentiality undertaking.

## **19. SANCTIONS**

19.1 The Supplier warrants that the use of any products or services provided by the Supplier or its subcontractors under the Procurement Contract do not violate any sanctions imposed by the EU, UN, UK, or USA.

19.2 The Supplier further warrants that none of the subcontractors used in connection with the Procurement Contract or any of their owners, beneficiaries, subsidiaries or members of the administrative, management or supervisory bodies nor any individuals with representative, decision-making, or supervisory authority, are subject to sanctions. The Supplier shall promptly notify the Client if any part of the performance under the Procurement Contract could directly or indirectly be delivered to or benefit a sanctioned person.

19.3 If any of provisions of this section 19 (Sanctions) is breached or not complied with, the Client shall have the right, at its sole discretion and without prejudice to any other rights, to terminate or cancel the Procurement Contract with immediate effect or suspend its obligations under the Procurement Contract indefinitely without any liability whatsoever.

**20. AMENDMENTS TO THE CONTRACT**

20.1 Any amendments, additions, or modifications to the Procurement contract are valid only if made in writing and signed by the authorised representatives of both Contracting Parties.

**21. SUBCONTRACTING AND ASSIGNMENT OF THE CONTRACT**

21.1 If the Supplier uses subcontractors, it shall list the subcontractors in a document annexed to the Procurement Contract. The Supplier shall not replace or use any subcontractor other than those named unless the Client has given its prior written consent. The Client may withhold consent for a justified reason. The use of subcontractors shall not in any circumstances relieve the Supplier from its obligations under the Procurement Contract, but the Supplier shall remain responsible for the performance and result of the subcontractor as if performed by the Supplier itself.

21.2 Neither Contracting Party may assign the Procurement Contract to a third party without the prior written consent of the other Contracting Party. However, the Client shall have the right to assign the Procurement Contract or any rights or obligations thereunder, in whole or in part, to a company belonging to the same group as the Client or to a third party in connection with business transfer.

**22. APPLICABLE LAW AND DISPUTE RESOLUTION**

22.1 The Procurement contract shall be governed by the laws of Finland, excluding its provisions on choice of law.

22.2 Any disputes relating to the Procurement contract shall primarily be resolved through negotiation between the Contracting Parties. If no settlement is reached within thirty (30) days from the date of a written request for negotiations, either Contracting Party shall have the right to submit the dispute to arbitration.

22.3 Any disputes arising out of or in connection with the Procurement Contract shall be finally settled under the rules for Expedited Arbitration of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland. The language of the proceedings shall be Finnish. The arbitral tribunal shall consist of one (1) arbitrator, unless otherwise agreed by the Contracting Parties. The Contracting Parties shall jointly appoint the arbitrator. If the Contracting Parties fail to agree on the arbitrator within the time limit set out in the Rules for Expedited Arbitration, the Helsinki District Court shall appoint the arbitrator upon the application of either Contracting Party.

**23. VALIDITY OF THE TERMS OF PROCUREMENT**

23.1 These Terms of procurement shall enter into force on 1 March 2025 and shall remain in force until further notice. Unless otherwise agreed by the Contracting Parties, these Terms of Procurement shall apply to contracts falling within their scope that are concluded on or after 1 March 2025.