

PROVENTIA OY'S GENERAL TERMS AND CONDITIONS OF SALE FOR BATTERIES

1. SCOPE OF THE TERMS AND CONDITIONS

1.1. Proventia Oy. ("Seller") applies these general terms and conditions to the sale of all products and services in battery system and electric powertrain business (including contract design, manufacture and integration).

1.2. The terms and conditions shall apply unless specifically agreed otherwise in writing. In case there are any special terms and conditions in the Seller's quotation(s) or in the product manuals or maintenance manuals for the products, such terms and conditions shall be applied along with these general terms and conditions.

1.3. Any and all terms, conditions, reservations, or clauses contained in the Buyer's purchase orders, or other documentation related to the purchase of the Seller's products and/or services, and which are in conflict with these terms and conditions, or which are additional to the Seller's conditions, are void and null and not binding on the Seller. None of the Buyer's terms shall apply.

1.4. In case of discrepancies, the order of priority shall be: (1) the Seller's order confirmation, (2) the Seller's offer, (3) these general terms and conditions.

1.5. The Seller reserves the right to alter these terms and conditions. The new terms and conditions shall come in force once they are published in the Seller's Internet site. However, the terms and conditions which were in force at the time of the order confirmation shall apply to the order.

2. DELIVERY TERMS

All deliveries shall be FCA, Oulunsalo, Finland, or FCA Seller's other premises specified in the order confirmation (INCOTERMS 2020).

3. PRICES

3.1 All prices are in Euros unless otherwise agreed in writing. Prices quoted are for the product and/or service only, and do not include any amount for packaging, freight, insurance, fees, custom duties or Federal, State, Local, or Foreign excise, sales, use, service, occupation, gross income, property, withholding, or similar taxes, all of which are the responsibility of the Buyer.

3.2 The Seller reserves the right to increase the price of the products at any time to reflect:

- a) any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture); and/or
- b) Any change in delivery dates, quantities or specifications for the products which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4. PACKAGING

The Seller will package and prepare the products for shipment in accordance with its normal procedures or as otherwise mutually agreed.

5. PAYMENT TERMS AND TRANSFER OF TITLE AND RISK

5.1. The Buyer shall pay the products or services with the payment term thirty (30) days net from the date of the Seller's invoice.

5.2. The Buyer shall pay interest for any late payments. The interest shall be according to the Finnish Interest Act, however the interest shall at all times be at least 12 %. Furthermore, Seller shall have the right to suspend performance of any and all of its contractual obligations without penalty until payment has been received in full.

5.3. The title to the products shall transfer from Seller to Buyer once the Buyer has paid the products in full. Until full payment the products are the property of the Seller. The transfer of title shall not affect the transfer of risk of loss of and damage to the Products, which shall transfer from the Seller to the Buyer in accordance with the agreed delivery term.

5.4. Payment terms are subject to change if the Buyer's financial condition or payment record merits such change.

6. DELIVERY TIME

6.1. The delivery date for products and/or services is set forth in the relevant order confirmation.

6.2. In case the delivery is delayed due to a Force Majeure or causes attributable to the Buyer (including i.a. delay in payment or delay in delivery of materials, components or software procured by or requested to be used by Buyer or other breach of contractual obligations), the Seller has the right to suspend or reschedule the delivery date.

6.3. The Buyer shall not have the right to suspend, reschedule or cancel any orders unless otherwise agreed in writing. In case the parties agree upon suspension, rescheduling or cancellation, the Buyer shall compensate any and all costs incurred to Seller (including i.a. materials, labor, storage and work done as well as any resulting obsolete Products and/or materials as set out in section 9).

7. INSPECTION

The Buyer is obliged to inspect the products or the outcome of the service immediately and at the latest within fourteen (14) days after the product or service is handed over to the Buyer. The Buyer shall inform the Seller of possible defects or faults within said time period. If the Seller receives no notification of faults or defects within the time period, the products and/or services shall be deemed accepted.

8. PRODUCT LIABILITY

The Seller shall be liable for any damage to persons or to property according to mandatory product liability legislation. The limitations of liability shall apply to the extent permitted by applicable law.

9. OVERSTOCK AND OBSOLETE MATERIALS

In case the Seller reasonably purchases materials for products to be manufactured to the Buyer based of forecast received from Buyer and the materials are not used for said products for other reasons than reasons attributable to the Seller, and provided that the Seller cannot use the materials in any other business, the Buyer is obliged to reimburse the Seller for the acquired materials added with a 5 % interest.

10. WARRANTY AND THE SELLER'S LIABILITY FOR DEFECTS

10.1. Seller warrants that for a period of twelve (12) months from the date of delivery of the product, the products supplied by Seller, excluding wear parts and consumables, are

- a) new, unused and in good working order; and
- b) free from defects, defined as conformance to Specifications

Notwithstanding the above, the warranty for buyer-specific products designed by Seller shall begin once the Buyer has completed Seller's approved season testing as field test (two systems, minimum 500 hours of usage). Before the tests are completed, the warranty shall not be in force.

10.2. If during the warranty period a product is found to have a defect, Buyer shall provide a written notification to Seller immediately and at the latest within thirty (30) days from the discovery of the defect with a detailed product information (incl. photographs) and explanation of any alleged deficiencies, and that such product is made available for Seller's inspection. Seller shall make the final determination as to the existence and cause of any alleged defect. Seller's sole liability shall be, at its sole discretion, to repair or replace or reimburse the Buyer for the price of such product or its part determined to contain a defect for which Seller is responsible within a reasonable time.

10.3 Products or parts repaired or replaced by Seller under the warranty shall be warranted for the remainder of the original warranty period of the product. On request, defective parts shall be delivered to Seller or stored for later inspection. The title to defective parts shall transfer to Seller upon delivery of the replacement part.

10.4 Warranty shall not apply in case the product is used for any other than the specified purpose or application, for which the product has been validated and installation approved, including changes and modifications of the application for which the product has been validated and installation approved.

10.5 Warranty shall not apply, and Seller shall not be responsible for defects that are due to

- (i) design information or technical specifications received from Buyer,
- (ii) materials, components or software procured by or requested to be used by Buyer,
- (iii) incorrect installation or inadequate maintenance not performed by Seller,
- (iv) modification, alteration, repair or spare part replacement not performed by Seller,
- (v) uninstructed or exceptionally intensive use, or use in environmental conditions detrimental or hazardous to the product's operation
- (vi) operation of, changes or defects in any product, software or application of Buyer or third party
- (vii) normal wear and tear,
- (viii) willful misconduct or gross negligence,
- (ix) other reasons beyond Seller's control.

10.6 The warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any warranty or guarantee as is given by the manufacturer to the Seller.

10.7 Buyer agrees that prior to using or distributing any systems that include Seller's products, Buyer will thoroughly test such systems and the functionality of such Seller's products as used in such systems. Seller may provide technical, applications or design advice, quality characterization, reliability data or other services. Buyer agrees that providing these services shall not expand or otherwise alter Seller's warranties, as set forth above, and no additional obligations or liabilities shall arise from Seller providing such services.

10.8 SELLER MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, AND SELLER EXPRESSLY EXCLUDES AND DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

11. BUYER'S OBLIGATIONS

11.1. Buyer shall be solely responsible and indemnify and hold Seller harmless for any permissions (governmental or other) as well as compliance with any local laws and regulations (including local work safety regulations and rules) and, should Seller be responsible for instalment, Buyer shall immediately after placing its purchase order, or well in advance, inform Seller in writing of any applicable local rules, regulations and laws relating to the instalment of the product, such as safety regulations (including i.a. work safety, electrical safety, battery/lithium ion safety), transport arrangements, waste disposals, etc.

11.2. Seller products are not authorized for use in applications where a failure of the Seller product would reasonably be expected to cause severe personal injury or death, unless officers of the parties have executed an agreement specifically governing such use. Buyer shall fully indemnify Seller and its representatives against any damages arising out of the unauthorized use of Seller products in such applications. Buyer represents that it has all necessary expertise in the safety and regulatory ramifications of its applications, and Buyer acknowledges and agrees that it is solely responsible for compliance with all legal, regulatory and safety-related requirements concerning its products and any use of Seller products in Buyer's applications, notwithstanding any applications-related information or support that may be provided by Seller.

11.3 Buyer shall ensure that the product is sufficiently insured from the time of delivery until the title has transferred from Seller to Buyer.

11.4 Buyer shall inform Seller immediately if it becomes or is in danger of becoming insolvent and shall use its best efforts to mitigate any damage or loss

12. INTELLECTUAL PROPERTY RIGHTS ("IPR")

12.1. Definition of IPR. IPR shall mean all forms of protection of intellectual property rights provided by then current legislation including patents, utility models, design patents and designs (whether or not capable of registration), chip topography rights and other like protection, copyright, trademark and any other form of statutory protection of any kind, and applications for any of the foregoing respectively as well as any trade secrets and knowhow. Furthermore,

IPR shall include models, software, ideas, works, proposals for adjustments, and research results as well as drawings, layouts of products, tooling, and any documents related to the above-mentioned.

12.2. Ownership. Ownership of any and all IPR contained in drawings, specifications, manuals, documents, software and other material provided Seller and/or incorporated or used in the design or function of any Product shall remain with Seller and no IPR shall transfer to Buyer unless specifically agreed separately in writing. The aforesaid shall also concern any designs or services ordered and paid by the Buyer. Unless otherwise agreed, in these cases the Buyer shall receive the right to use the ordered design and the application's end result, but the Buyer shall not have the right to manufacture or have manufactured by a third party for commercial purposes any products which are within the scope of the design and the application.

12.3. Buyer shall indemnify and hold the Seller harmless from any and all costs and damages (including indirect damages which shall include i.a. loss of profits, loss of revenue, loss of production, loss of contract, and any other indirect, special or consequential damages) incurred to Seller as a result of or otherwise arising from the Buyer's failure, intentional or unintentional, to comply with the terms and conditions regarding IPR.

13. FORCE MAJEURE

13.1. Neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of Force Majeure. Events of "Force Majeure" are events beyond the control of the Party, and which were not reasonably foreseeable at the time of entering into business relationship and whose effects are not capable of being overcome without unreasonable expense and/or loss of time to the Party concerned. Events of Force Majeure shall include (without being limited to) earthquakes, floods, fire, Acts of God and other natural disasters as well as terrorism, cyber-attack (to the extent Party has taken appropriate measures to protect against viruses, worms, Trojan horses, phishing, denial of service (DOS) attacks, unauthorized access, and control system attacks), riots or civil disturbances; war, strikes (excluding strikes which are specific to the site or the project company or any of its subcontractors), nuclear or chemical contamination, failure of public infrastructure and other comparable events. For the avoidance of doubt, pandemic or epidemic in itself does not constitute an event of Force Majeure, unless such result in governmental actions preventing fulfilment of obligations.

13.2. The Party affected by an event of Force Majeure shall without delay give written notice to the other Party and the Party giving notice of its occurrence and probable duration and shall immediately take any necessary measures in order to limit and minimize the effect of such an event on the performance of its obligations.

14. LIMITATION OF LIABILITY

14.1. The maximum liability of the Seller shall at all times be limited to the purchase price of the products and/or services (VAT excluded) giving rise to a claim, however Seller's aggregate liability shall not under any circumstances exceed the maximum amount of 200,000 Euros per order.

14.2. The liabilities of the Seller, except for product liability based on mandatory legislation, shall terminate at the latest upon the expiry of the warranty period.

14.3. In no event shall the Seller be liable for any indirect, consequential, incidental, unforeseeable, or special damages of any kind, or for any liquidated damages. Further the Seller shall not be liable for any loss of profit, loss of business revenue, or failure to realize expected savings, which arise out of or in connection with the products or services.

15. IMPORTATION AND EXPORTATION

15.1. The Buyer shall comply with all applicable export control laws (including i.a. Council Regulation (EU) No 833/2014) and shall not, directly or indirectly export, re-export, resell, ship, or divert any product, material, service, technical data, or software furnished hereunder to any person, entity, project, use, or country, in violation of the laws or licensing requirements of any appropriate national authority.

15.2. Violation of any export control laws shall constitute a material breach, and the Seller shall be entitled to seek appropriate remedies,

including, but not limited to termination of agreement and any and all purchase orders with immediate effect. The Buyer shall indemnify and hold the Seller harmless from any and all claims, demands, cost, fines, penalties, fees, expenses, or losses arising from the Buyer's failure, intentional or unintentional, to comply with the foregoing paragraph.

16. CONFIDENTIALITY

16.1. The Buyer and the Seller agree to keep confidential all information received from one another which has been marked as confidential or which is by the information's nature considered confidential.

16.2. Buyer shall indemnify and hold the Seller harmless from any and all costs and damages (including indirect damages which shall include i.a. loss of profits, loss of revenue, loss of production, loss of contract, and any other indirect, special or consequential damages) incurred to Seller as a result of or otherwise arising from the Buyer's failure, intentional or unintentional, to comply with the terms and conditions regarding confidentiality.

17. TERMINATION

If

- a) Buyer fails to pay to Seller any amount payable or is otherwise in material breach of the agreement and has not remedied or taken

reasonable steps to remedy such breach within thirty (30) days of receipt of a notice; or

- b) Buyer becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against it, compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors, or if any act is done or event occurs which (under Applicable Law) has a similar effect to any of these acts

the Seller may terminate the Contract with immediate effect by giving notice in writing to the Buyer.

18. APPLICABLE LAW AND DISPUTE RESOLUTION

18.1. These general terms and conditions are governed by and construed in accordance with the laws of Finland excluding its choice of law provisions and the United Nations Convention on Contracts for the International Sale of Goods.

18.2. Any and all disputes arising between the Buyer and the Seller shall be settled in arbitration in accordance with the arbitration rules of the Finnish Central Chamber of Commerce by a sole arbitrator. The arbitration proceedings shall be held in Helsinki, Finland in the English language.