

TERMS AND CONDITIONS OF SALE

General

These terms and conditions of sale (the **T&Cs**) apply to all sales of Material (as defined below) by Kuusakoski Oy (Finnish business identity code 1589236-3) or any of its subsidiaries that has made a reference to these T&Cs (**Kuusakoski**). In these T&Cs:

- a) each customer of Kuusakoski shall be referred to as the **Customer**;
- b) Kuusakoski and the Customer shall be referred to as the **Parties** and each separately as a **Party**;
- c) each agreement between Kuusakoski and any Customer, shall be referred to as the **Agreement**; and
- d) any and all material and other goods sold or offered by Kuusakoski to the Customer, including also related services (where applicable) shall be referred to as the **Material**.

Agreement

If no written Agreement has been concluded, the order confirmation sent by Kuusakoski shall be considered as the Agreement. The Customer shall have no right to amend or rescind any confirmed order, and such order constitutes irrevocably valid and binding obligations of the Customer. All amendments to, and deviations from, the Agreement shall be subject to express prior written consent by Kuusakoski. All schedules and appendices to the Agreement shall be considered as integral parts of the Agreement.

Material

The quantity and quality of the Material shall be set out in the Agreement. Kuusakoski provides no express or implied warranties concerning the Material and / or any of its features, quality, or fitness for any particular purpose, save for those warranties and undertakings expressly given in the Agreement. Kuusakoski seeks to ensure that the Material contains no arms, ammunition, cartridges, explosives, or radioactive material. However, the Customer shall have an obligation to use commercially reasonable best efforts to ensure that any prohibited items in the Material will be identified and removed from the Material prior to processing or resale of the Material by the Customer.

Pricing and Payment Terms

Unless expressly otherwise agreed, the Material shall be invoiced and paid in advance using telegraphic transfer or other payment method expressly approved by Kuusakoski. If and to the extent the Agreement does not contain provisions on pricing, the Material shall be charged in accordance with Kuusakoski's general price lists. Kuusakoski shall charge penalty interest for late payments in accordance with the Finnish Interest Act.

Unless otherwise indicated, the notified prices are EUR prices excluding applicable taxes, tariffs, duties, levies, and other public fees, each of which shall be added to notified prices (where applicable).

Terms of Delivery

If the Agreement does not contain provisions on delivery, the agreed delivery term shall be considered to be: Ex works ([*Relevant Kuusakoski facility designated by Kuusakoski*]) Incoterms 2020. All abbreviated delivery terms in the Agreement shall be considered as references to Incoterms 2020.

Title to, and ownership of, the Material shall transfer from Kuusakoski to the Customer in exchange for full payment.

Unless expressly otherwise agreed, the delivery times presented by Kuusakoski are non-binding indications. The Customer shall have no right to any discount, compensation for damages or to any other remedies on the grounds of any delay.

If the agreed delivery term is CIF / CIP, Kuusakoski shall have the right to decide on the details of the insurance coverage (including but not limited to applicable limitation and exclusion clauses) in accordance with its business practices, unless otherwise agreed in the Agreement.

Inspections and Claims

The Customer shall have an obligation to inspect the Material immediately following delivery. The Customer shall have an obligation to make a claim on any deficiencies in the quantity of the Material and / or observable defects immediately, and in any case within two (2) days from the delivery. All observable transportation damages and / or deficiencies pertaining to transport at the responsibility of Kuusakoski must be notified immediately to the carrier in connection with the receipt of the Material. The Customer shall make a claim on any defects that cannot reasonably be observed in connection with the delivery immediately after the defect has been observed, and in any case within two (2) days from the earlier of: i) date when the defect has been

observed; or ii) date when the defect should have been observed when following due care.

No claim shall be made after the lapse of 30 days from the delivery of the Material. In order to be valid, each complaint must be in writing and contain specific details of the deficiency and / or defect. Failure to comply with any of the above timelines or other provisions concerning claims results in immediate termination of right to make claims, and the Material being considered accepted by the Customer.

For the avoidance of doubt, the parties may agree on deviating terms and conditions for inspections, weigh-ins and / or laboratory examinations (and related notification and claim periods) in the Agreement and such expressly agreed provisions shall have precedence over the provisions of this clause (*Inspections and Complaints*)

Remedies

If there is any defect in the Material, Kuusakoski shall have a right (at its choosing) to: i) provide the Customer with a discount that corresponds to the defect; or ii) replace the respective Material. The discount or replacement shall be the sole and exclusive remedy for any defect(s) in the Material.

If the delivered quantity of Material deviates from the quantity to be delivered under the Agreement, Kuusakoski shall invoice on the basis of the delivered quantity. The Customer shall have no right to any remedies on the grounds of any deviations or shortcomings in quantity.

Confidentiality

In these T&Cs, the term **Confidential Information** shall mean all information received by a Party from the other Party in connection with their cooperation under the Agreement, however excluding information that:

- a) was in the possession of the receiving Party prior to the receipt thereof under the Agreement;
- b) the receiving Party has received from a third party who has a right to disclose such information to the Party, provided further that the disclosure is made without any reliance to the Agreement;
- c) is or later becomes public (other than through unauthorized disclosure by a Party); and / or
- d) a Party is obligated to disclose pursuant to applicable laws or regulations, order of

court or other governmental authority, or other corresponding obligation.

The Parties shall keep the Confidential Information as strictly confidential and not to use any Confidential Information for any other purposes than for the cooperation under the Agreement. Notwithstanding the above, the Parties shall have a right to use (without any restrictions) general know-how and industry knowledge accrued to them during the cooperation.

Limitations of Liability

Kuusakoski shall not be liable for any indirect or consequential damages arising out of or relating to the Material or the Agreement (or the breach thereof). The aggregate liability of Kuusakoski under this Agreement and / or in relation to the Material shall not, under any circumstances, exceed the lower of: i) amount(s) paid by the Customer for the Material directly relating to the damages; and ii) EUR 500.000. The limitations of liability shall not apply to any intentional or grossly negligent breaches.

Privacy

The Customer confirms that it has received and accepted Kuusakoski's [privacy policies](#).

Compliance

The Parties undertake to comply with all applicable laws, treaties, regulations, permits, court orders, authority approvals and other corresponding binding sources of rules and / or regulation (the **Laws**). Without limiting the generality of the foregoing, the Parties undertake to comply with all:

- a) Laws concerning treatment and / or transport of waste, including but not limited to: i) Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal; ii) Decision C(2001)107/FINAL, adopted by the OECD Council; and iii) Regulation (EC) No 1013/2006 of 14 June 2006 on shipments of waste, in each case as amended from time to time;
- b) Economic or financial sanctions or trade embargoes imposed, administered, or enforced by the United Nations, the European Union, the United Kingdom, the Finnish government, the United States of America and / or any office, body or authority representing or acting under any of the aforementioned (the **Sanctions**); and

- c) Anti-corruption and anti-money laundering schemes applicable: i) to Kuusakoski; and / or ii) the transactions subject to these T&C's (the **AML Laws**).

The Customer shall have an obligation to provide (without any undue delay) Kuusakoski with all information and documentary evidence reasonably required by Kuusakoski for the purposes of monitoring compliance with the Laws. The Customer undertakes to immediately notify Kuusakoski in writing, if it becomes aware of any actual or alleged breach of any Laws that relates to the Customer or any of its officers, directors, direct or indirect shareholders or other corresponding person.

Term and Termination

Unless otherwise agreed, the Agreement shall be irrevocably valid and binding until all transactions subject to the Agreement have been duly fulfilled. Each Party shall have the right to terminate the Agreement without notice period, if:

- a) the other Party severely breaches any Laws or breaches any Sanctions or any AML Laws;
- b) the other Party materially breaches the Agreement and fails to cure its breach without undue delay after having received notice thereof;
- c) the other Party applies for, or becomes subject to, any insolvency proceeding or immediate threat thereof; and / or
- d) a Party has faced a Force Majeure (as defined below) that has prevented or delayed the performance of the contractual obligations for more than sixty (60) days.

Any provisions of the Agreement and / or these T&Cs that by their nature survive termination shall remain valid and binding upon the Parties following termination. Such provisions include for example provisions on: i) confidentiality; and ii) Choice of Law and Dispute Resolution.

Force Majeure and Hardship

The ICC Force Majeure Clause (Long Form, version 2020) is incorporated herein by reference.

The ICC Hardship Clause (version 2020) (the **Hardship Clause**) is incorporated herein by reference. Where paragraph 2 of the Hardship Clause applies, but where the Parties have been unable to agree alternative contractual terms as provided in that paragraph, the Party invoking the Hardship Clause is entitled to terminate the Agreement but

cannot request adaptation by the judge or arbitrator without the agreement of the other Party.

Choice of Law and Dispute Resolution

The contractual relationship between Kuusakoski and the Customer shall be subject to the laws of Finland, excluding: i) any choice of law provisions and principles; and ii) the Sale of Goods Act.

Any dispute, controversy or claim arising out of or relating to the sale of Material and / or the Agreement or the breach, termination, or validity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English. Kuusakoski shall also have the right to bring claims in public courts with respect to undisputed receivables from the Customer.

Assignment

Kuusakoski shall have the right to assign the Agreement to any of its group companies or to a third party that acquires the relevant business pertaining to the Agreement.

Titles and Headings

The titles and headings used in these T&Cs are used for convenience only and shall not control the meaning or interpretation of any provision of these T&C's.

Amendments

Kuusakoski accepts no terms or conditions that deviate from, or conflict with these T&Cs, unless Kuusakoski has approved such terms and / or conditions in writing (e.g. in the order confirmation).

Kuusakoski shall have the right to amend these T&Cs at any time by notifying the Customer in writing. If the Customer opposes the amendments in writing within fourteen (14) days from the date when it received notification concerning the amendments, the Parties shall have good faith negotiations on the matter. If the parties fail to agree on the amendments, and if Kuusakoski refuses to continue the cooperation under the then-current version of T&Cs, each party shall have the right to terminate the Agreement with thirty (30) days written notice. For the avoidance of doubt, termination of the Agreement shall not release the Parties from the obligations already accrued, including (but not limited to) performance relating to orders confirmed prior to termination.