

Procurement terms and conditions

1. General information

In addition to what has been agreed by Stora Enso Oyj or its purchasing subsidiary (“Purchaser”) and the supplier (“Supplier”) in a written agreement, order or other assignment, including their annexes, potential changes, and additions (“Agreement”), these general procurement terms and conditions shall apply.

“Delivery” refers to tasks, which the Supplier must perform in accordance with the agreement or order and all machinery, equipment, raw materials, software, documents as well as other supplies, materials, and services, which the Supplier must provide in accordance with the agreement or order.

“Foreground data” refers to any plans, documents, software, and other materials produced in the context or as a result of performing the Delivery.

“Employees” refers to the personnel of the Supplier or its potential subcontractors, who the Supplier uses to perform and monitor the Delivery.

It is the Supplier’s responsibility to be aware of the laws, regulations, decisions by authorities, executive regulations and instructions pertaining to the Delivery, and ensuring that they are complied with during the performance of the Delivery.

The Supplier must comply with and is responsible for ensuring that Employees and other people subordinate to the Supplier’s management comply with the agreed practices and valid safety and other instructions and regulations issued by the Purchaser at each time, as well as any local instructions and regulations of a mutual client with whom the Purchaser has a partnership.

2. Insurances

The Supplier must have business and product liability insurance for damage resulting from its operation and the products it has delivered, which covers personal injuries and property damage of the Supplier and the direct financial damage resulting from them.

The Supplier is responsible for ensuring that the Supplier’s subcontractors have equivalent insurance coverage to that of the Supplier.

The insurance mentioned above must also include coverage for the Purchaser’s or the Purchaser’s client’s property, which at the time of the act or negligence that caused the damage was being produced, installed, repaired, stored or otherwise handled or attended to by the Supplier or the Supplier’s subcontractor or subject to the obligation to protect or prevent damage, taking into consideration the nature of the actions of the party causing the damage or the work performance causing the damage and its immediate sphere of influence, the resulting damage.

The insurance must cover damages up to a minimum of three (3) million euros for each loss.

The Supplier is responsible for its property and the property used by the Employees for the Delivery, as well as insuring the property in question during the contractual relationship.

The Supplier is obligated to insure the Delivery for its full value, until such time as the risk is passed to the Purchaser.

The contractual terms pertaining to insurance have no impact on the responsibilities of the parties agreed elsewhere within these terms and conditions or the agreement, or the liability to cover the damage.

3. Risk management

The Supplier and the Purchaser must engage in close risk management cooperation, which is used to ensure the safety, continuity of supply, and the service security of the Supplier's operation in all circumstances. The Supplier's level of risk management is audited according to a schedule and concept agreed together, wherein the Supplier's sufficient level of risk management is verified to ensure the fulfillment of the obligations provided by the agreement or order.

The risk management auditing report is reviewed together, and the Supplier is obligated to fulfill any risk management recommendations according to a schedule agreed together.

4. Personnel used for the Delivery

The Supplier cannot use subcontractors for the Delivery without the prior consent of the Purchaser. The Supplier is, regardless of the Purchaser's consent, responsible for the performance and negligence of the subcontractors and/or contractual partners it uses as if they were its own.

The Supplier is responsible for ensuring that the Employees have the competency, skills, and qualifications required by the Purchaser's line of business and the Delivery.

The Employees do not have an employment relationship with the Purchaser.

5. Personnel placed under the Supplier's management

If the Purchaser places members of its own personnel or the employees of another supplier under the Supplier's management, the Supplier is responsible for any damage caused by these employees as if it was its own if the damage is caused by incorrect instructions or orders issued by the Supplier's management or neglecting the management obligation, subject to mandatory legislation.

6. Work performed in the facilities and site of the Purchaser or the Purchaser's client

6.1. General information

A list of the employees' names must, where the schedule allows, be provided to the Purchaser's contact person no later than two weeks before work commences. The list must also present the names of the Supplier's officials as well as the name of the Supplier's contact person for matters related to occupational safety and health.

The Supplier will provide the Purchaser with the information pertaining to the building work notification requirement required by section 52b of the Finnish Act on the Amendment of Occupational Safety Act 364/2013.

Only Employees authorized by the Purchaser and a potential third-party partner of the Purchaser, such as a mutual client, are allowed to access the Purchaser's facilities and site and/or the site of the previously-mentioned third party.

Any access passes provided must be displayed appropriately and presented on request and may not be handed over to other people. The access pass must be returned to the Purchaser once the worksite is concluded.

All personnel working in the Purchaser's facilities or site must undergo drug testing that covers the drug categories agreed separately if the Purchaser or the Purchaser's client so demands. The drug testing is carried out and the related information provided in accordance with the current legislation. The cost of the drug testing shall be borne by the Supplier.

The Purchaser or the Purchaser's client has the right to immediately remove from the Purchaser's facilities or site any Employees who are intoxicated or under the influence of narcotics or Employees who refuse to participate in the testing. Employees have the right to move within the facilities and site referred to here only in the specific areas related to their tasks according to the agreement or order.

The Supplier shall comply with the working hours specified by the Purchaser and shall use the Purchaser's maintenance and working hours monitoring system where requested to do so.

If an Employee breaches the instructions or orders issued by the Purchaser or endangers their own safety or that of others, the Supplier is obligated to remove the Employee from the facilities and site referred to here. In such cases, the Purchaser is always entitled to immediately remove the Employee from the facilities or site in question.

The Supplier must familiarize themselves with the work site before commencing the work to the extent required by the quality and scale of the Delivery.

The Supplier is responsible for the management of agreed work and monitoring the Employees and other people placed under the Supplier's management at the place of work. The Supplier must reserve sufficient resources and time for its management to ensure that the work is performed safely and with good quality.

If equipment, component or supplies given to the Supplier for installation do not meet the applicable quality or other requirements, the Supplier must immediately notify the Purchaser of the matter.

6.2. Occupational safety

All employees coming to work in the Purchaser's or the Purchaser's client's facilities must possess a valid occupational safety card and the employees must participate in the Purchaser's or the Purchaser's client's locality-specific safety training before entering the facilities. The validity period of the safety training is determined on a locality-by-locality basis.

Safety instructions and the required protective equipment is determined on a locality-by-locality basis, and work-site-specifically where necessary.

Employees must display an identity card containing their photograph, which includes the name of the employee and their actual employer and the tax identification number of the person.

The Supplier must prepare a hazard assessment for their work as well as a safety plan for more extensive works and ensure that necessary warning labels are used, and protective and precautionary measures are taken during the work.

The Supplier must notify the Purchaser, other suppliers, and the Employees of any hazards and necessary precautions pertaining to the work comprising the subject matter of the Agreement or order in good time before the work in question commences.

The Supplier must ensure that there are personnel with first aid skills and first aid equipment at the work site.

The Supplier must notify the Purchaser's occupational safety officer specified in the agreement, order or otherwise of any occupational accidents suffered by the Employees or other workers placed under the Supplier's management in the context of the Delivery or otherwise within the facilities or site referred to here.

6.3. Fire safety

Any Employees performing hot work must possess a valid hot work license and subject to separate agreement must also have completed first extinguishing training.

The Supplier must notify the Purchaser of any work causing a fire hazard before the work is commenced. This type of work requires written hot work instructions and permit. If fire-rated chemicals, liquids or gases are used in the work, the Supplier must agree with the Purchaser on their storage locations and the quantities used. The Supplier is particularly responsible for ensuring sufficient supervision of hot work and the fire-watch.

6.4. Lifting

Any lifting equipment and lifting practices of the Supplier must meet the valid regulations, including the safety requirements of the Purchaser or the Purchaser's contractual partner. The Supplier must prepare a written lifting plan for all lifting and relocation that is particularly significant for safety (heavy lifting, lifting large objects, turning objects with a crane, inclined lifting, combined lifting using two cranes, simultaneous use of two cranes, etc.)

The Supplier must submit the lifting plan for approval by the Purchaser before commencing the work, but the responsibility for the lifting remains with the Supplier, even if the Purchaser approves the plan or monitors the performance of the work.

6.5. Chemicals used at the work site

Only chemicals approved by the Purchaser and the Purchaser's client must be used at the work site. A material safety sheet must be available for each chemical used at the work site. If unused chemicals are left over for disposal, the Supplier must agree on the disposal or neutralization of the substance with the Purchaser.

6.6. Personal Protective Equipment

In addition to regular work clothing, the Supplier shall equip the Employees with the necessary personal protective equipment, such as a helmet, protective goggles, safety shoes, and high-visibility vest. Specific protective equipment, such as special requirements of the Purchaser's client, shall be agreed separately.

6.7. Order and cleanliness

The Supplier must maintain within their working area the level of order and cleanliness required by the Purchaser and the Purchaser's client, particularly with regard to the waste produced by the Supplier's work and the unnecessary materials.

If the Supplier neglects to maintain a sufficient level of order and cleanliness, the Purchaser is, at the Supplier's expense, entitled to have said work done by another Supplier or do it themselves.

6.8. Machinery and equipment

Within the facilities or site of the Purchaser, the Supplier is only allowed to use machinery and equipment, which fulfill the valid regulations and executive regulations. The Supplier must label the Supplier's machinery, equipment, and materials such that their owner can be easily identified.

The Supplier shall acquire the tools required for the Delivery themselves. Use of the Purchaser's potential tool stores or replenishment services/consignment storage is agreed on a case-by-case basis.

Machinery, equipment or materials owned by other parties cannot be removed from the working areas or the area in question.

In case of any malfunctions or defects in machinery or equipment provided for the Supplier's use by the Purchaser, the Supplier must immediately notify the Purchaser.

6.9. Scaffolding

Any scaffolding as well as any alteration potentially made to them during the work must comply with the Purchaser's requirements and must be approved by the Purchaser. The Supplier is responsible for ensuring the condition of the scaffolding it has built. The Supplier is responsible for ensuring that non-approved, unfinished or incomplete scaffolding is not used for work.

7. Compensation paid for the Delivery

The compensation paid for the Delivery may be based on time charging or a fixed price agreed for a turnkey delivery. The charging basis for the delivery is specified in the Agreement or order.

Where the Delivery is based on time charging, the Supplier must submit the hours worked for approval by the Purchaser.

The fixed price comprises the entire compensation paid for the Delivery, including such additional and alteration work that does not substantially increase the Supplier's workload or expenses. The Supplier and the Purchaser shall agree on additional and alteration work in writing.

8. Accommodation

The Supplier is responsible for any accommodation provided to the Employees, the related arrangements, and the cost of the accommodation.

9. Quality of the work performance

The Supplier must monitor the quality of the work performed by its personnel such that any deviations from the requirements specified in this Agreement or the order are raised immediately. The Supplier must immediately bring such deviations to the Purchaser's knowledge.

The Supplier must ensure that its Employees have the right attitude and that the requirements for quality performance are met during the assignment in question.

To ensure proper quality of performance, the Supplier must, inter alia, attend to the following matters:

- Confirming the competence of the Employees performing the work, their qualifications, and previous experience in the task
- Reserving sufficient time for the Employees participating in the work according to the Agreement or order to become familiarized with the assignments
- Confirming the physical and mental preparedness of the person performing the work
- Confirming that all documents related to the work are in order.

The following principles shall apply to the maintenance of competence:

- The Supplier is responsible for its expertise to ensure that it is able to provide the services according to the agreement in accordance with the agreement and each order.
- The services must be provided according to the specified requirements using competent and, where necessary, separately qualified personnel.
- The Supplier is responsible for ensuring that its personnel has sufficient training and qualifications for the task in question at each time.

A follow-up meeting held annually shall be used to review the technical and supervisory professional competence of the personnel who has participated in previous assignments and to determine the potential need and subject matter for training. Other development measures and objectives potentially required shall also be specified at the same time. Regardless of this, the Supplier is continuously responsible for ensuring that the personnel it uses has the qualifications that are required for the performance of each order according to the conditions laid down.

Any training arrangements shall utilize the resources of both the Purchaser and the Supplier to minimize the training costs.

10. Late delivery

If the Delivery is delayed from the schedule according to the Agreement or a schedule specified in another manner and approved mutually, the Supplier is obligated to pay the Purchaser a penalty for the delay, regardless of whether the delay has caused damage to the Purchaser or not. The penalty is specified in the Agreement or order.

11. Defects and warranty

The Delivery is considered defective if it does not fully comply with what has been agreed, inter alia, the descriptions provided by the Purchaser pertaining to functionality, the intended purpose or other specifications.

The Supplier provides a twenty-four-month (24) warranty for the goods and services comprised in the Delivery, according to which the Delivery or any part of it shall not fail due to design, used materials, performed work or any other reason. The warranty period begins once the Purchaser has accepted the Delivery in writing. If any machine, equipment or part of them comprised in the Delivery is repaired or replaced, the warranty period for the machine, equipment or part in question and the work performed shall be 24 months from the successfully completed repair or replacement. The warranty period shall however end in full forty-eight (48) months after the accepted Delivery.

If the Delivery includes deficiencies or defects, the Purchaser must lodge a written complaint pertaining to the matter to the Supplier. The Supplier must immediately take action to rectify the matter. The Supplier commits to remedying its non-conformances within seventy-two (72) hours of the Purchaser's complaint. The Supplier must also provide a written report of the rectifying or preventive measure resulting from the non-conformance.

If the defects or deficiencies in the product or service are discovered during an inspection or testing performed by the Supplier, the Supplier will remedy them immediately and without charge.

If a defect or deficiency of the Supplier is detected during the final testing by the Purchaser, the Purchaser has the right to carry out the repair work at their facility or at a client's plant with the Supplier being liable for reasonable costs arising from the repairs. If it so chooses, the Purchaser is also entitled to return a defective product or incomplete subcontracted work to the Supplier to be remedied, who shall in this case be liable for the repair and transport costs in addition to the delay.

If a defect or deficiency of the Supplier is detected only once the Purchaser's product has been delivered on, the Supplier will immediately repair the product or replace it with one free of defects, according to its choice. The Supplier is liable for any costs arising in this context, such as repair, installation, transport, and travel costs.

If it is likely that the same defect or deficiency is present in several of the Supplier's products, the Purchaser has the right, at the Supplier's expense, to inspect and repair all of its products, whose deliveries have used the Supplier's products.

12. Passing of risk

The risk passes to the Purchaser once the Purchaser has accepted the Delivery as performed or received in writing.

13. Liability for damage

The Supplier is responsible for the Delivery and any damage occurring to it at its expense until the passing of risk referred to in paragraph 12, except where the damage is caused by a careless act or negligence by the Purchaser.

The Supplier is responsible for the Delivery and any damage occurring to it at its expense after the passing of risk referred to in paragraph 12 if the damage is caused by a careless act or negligence by the Supplier.

14. Operational and product liability

The Supplier is liable for:

- Any personal injuries or damage to property suffered by the Purchaser or a third party due to insufficient safety

- Compensation, which the Purchaser has to pay due to direct or indirect personal injury or property damage resulting from a product it has sold, if the product has not been as safe as could have reasonable been assumed at the time the Purchaser received it from the Supplier.

- Costs resulting to the Purchaser because the Purchaser is required, due to products received from the Supplier, to compensate for damage caused by the Supplier's delivery or the instructions provided by the Supplier.

- Costs resulting to the Purchaser due to information potentially concealed or withheld by the Supplier.

The Supplier must notify the Purchaser for the specific risks it knows are related to the features of its product and their future use, and immediately notify the Purchaser if the Supplier is subjected to demands based on product liability.

15. Guarantees

At the request of the Purchaser, the Supplier shall provide the Purchaser with an advance payment guarantee corresponding to the amount of a potential advance payment, a guarantee for the working period, and a guarantee for the warranty period.

The Supplier shall bear the costs for the guarantees and they must consist of bank guarantees issued by a well-known bank under conditions approved by the Purchaser or bank deposits in the name of the Purchaser.

16. Invoicing and payment term

Any invoices sent by the Supplier must specify the order number, the work number potentially provided by the Purchaser, and the contact person of the Purchaser.

Depending on the charging principle, the invoice must be accompanied with:

- Working hour receipts signed by the Purchaser's contact person
- A document indicating the degree of completion of the Delivery being invoiced, including the agreed additional and alteration works, signed by the Purchaser's contact person.
- A specification of the materials with unit prices

The Supplier does not have the right to charge an invoicing surcharge or handling charges, processing costs or other fees.

The period of payment for invoices begins from the date of an appropriately prepared invoice. The invoice is considered to have been paid once the payment has been made from the Purchaser's account. The invoice's period of payment is specified in the Agreement or order.

For service deliveries, invoicing is only allowed against an approved work performance. The approval document including a breakdown of the work contents must be enclosed with the invoice.

A fixed hourly rate shall be used for subcontracted work, which will remain valid indefinitely as agreed separately until such time that amending the charging principles is agreed in negotiations between the Supplier and the Purchaser.

The Supplier must verify the correct invoicing address for each order. Invoices addressed to the wrong unit shall be returned to the Supplier. The invoice must include the purchaser's name as a reference or another reference provided by the Purchaser as specified in the order.

The Purchaser shall pay, against an approved invoice, the Supplier the price according to the charging principles referred to in the attached documents, exclusive of VAT, for services provided in various areas according to this agreement. The Purchaser shall pay the Supplier the VAT in accordance with the law.

The Supplier must invoice their services with prices exclusive of tax, to which the VAT for works subject to VAT shall be added as a separate item broken down.

Separate assignments with a fixed price shall be invoiced once the work has been concluded, unless otherwise agreed in the assignment.

For assignments based on hourly invoicing, the invoice must be accompanied by a working hours report approved by the Purchaser and a separate breakdown of supplies approved by the Purchaser. Hourly invoicing is performed in two-week periods, according to the performed hours.

The late payment interest is determined according to the Finnish Interest Act.

17. Ownership and immaterial rights

Ownership to the Delivery or a part of it shall be transferred to the Purchaser once the Delivery or a part of it has been paid and the payment has been recognized, or once the machine, equipment, raw material, software, document, other supply, material or service included in the Delivery has been delivered to the Purchaser, whichever takes place first.

The Supplier is responsible for keeping the Purchaser's property under the Supplier's control separate from other property under the control of the Supplier and for marking it clearly as the Purchaser's property.

Immaterial rights, such as copyright and industrial property rights, patents, and trademarks, are specified in the Agreement or order. If, however, the Agreement or order does not specify these rights, the following shall apply:

- All rights to the know-how, information, documents, files, computer programs, devices, work methods, and other materials handed over to the Supplier or its representative by the Purchaser are the property of the Purchaser and the Supplier does not have the right to use them for other purposes beyond the performance of the Delivery, or the right to hand them over to third parties.

The Supplier must return the materials mentioned above immediately at the request of the Purchaser and at the latest once the Delivery has been performed.

- All rights to the Supplier's know-how, information, documents, files, computer programs, devices, work methods, and other materials, which the Supplier has had before commencing the performance of the Delivery or which the Supplier acquires or develops later without connection to the Agreement, are the property of the Supplier. The Purchaser has, without a separate agreement, a permanent right to use the Supplier's materials mentioned above in the Purchaser's operation to use all materials included in the Delivery and the Foreground data for its intended purpose.

- All rights to the Foreground data are the property of the Purchaser or the Purchaser's potential contractual partner, depending on the agreement concluded between the Purchaser and the Purchaser's contractual partner.

- The Supplier is responsible for ensuring that the Delivery or the Foreground data and their use in the manner intended by the Purchaser does not infringe on third party patents, copyright, trademarks or any other immaterial or other rights of third parties in any way. The Supplier is liable for all costs arising from claims issued by third parties, according to which the Delivery or the Foreground data or their use in the manner intended by the Purchaser infringes on the immaterial or other rights of third parties mentioned above.

- If the Delivery or the Foreground data or their use in whole or in part in the manner intended by the Purchaser is found to infringe on the immaterial or other rights of third parties mentioned above, in addition to the Purchaser's other rights the Supplier commits to either

(i) acquiring the necessary rights at its expense such that the Supplier is able perform the Delivery and the Purchaser is able to use the materials included in the Delivery and the Foreground data in the manner intended by the Purchaser;

(ii) altering the Delivery and the Foreground data such that they do not infringe on the rights of third parties, but still fulfill the requirements according to the Agreement in full; or

(iii) replacing the Delivery and the Foreground data with such performances that do not infringe on the rights of third parties, but still fulfill the requirements according to the Agreement in full.

18. Confidentiality

The Supplier commits to maintaining the confidentiality of and refraining from handing over to third parties any information, for example commercial or technical, related to or affecting the operation of the Purchaser, its affiliated companies or contractual partners, which is confidential regardless of the manner or format in which the information is disclosed to the Supplier or how the Supplier has otherwise received the information, or whether the confidentiality of the information has been specifically indicated or demonstrated at the time of disclosure.

The Supplier has the right to use the confidential information referred to above only for the performance of tasks according to the Agreement or order and the right to only disclose the information to those members of its personnel to whom the disclosure is necessary for the performance of tasks according to the Agreement and only to the extent that the disclosure of information is necessary for the performance of these tasks. The Supplier commits to ensuring that the persons to whom the Supplier discloses the Purchaser's confidential information are aware of the obligation of confidentiality referred to in this paragraph and also comply with it.

Photography within the Purchaser's or the Purchaser's contractual partner's facilities or site is not permitted without a separate authorization.

Any separate confidentiality commitments signed by the Supplier and the Employees shall comprise part of the agreement.

The agreement concluded between the Purchaser and the Supplier cannot be made public even in part or be used as a reference without the written consent of the Purchaser.

19. Force majeure

Either party shall bear no liability for an unfulfillment of a contractual obligation due to a force majeure circumstance. Force majeure circumstances include war, rebellion, natural disaster, general disruption in energy distribution, fire, strike or boycott (which was not caused by the party), or some other similarly significant or unusual, unforeseeable reason, whose impact the party could not have reasonably avoided and which is not caused by the party claiming force majeure.

The affected party must notify the other party of the force majeure in writing immediately as they have become aware of the situation and evaluate the probable duration of the force majeure circumstance and its impact on the performance of obligations according to the Agreement. The party must also immediately notify the other party in writing of the conclusion of the force majeure circumstance.

A defect or delay in a subcontractor's performance is only considered a force majeure circumstance if it has been caused by an event that is considered a force majeure circumstance under this paragraph. The Purchaser reserves the right to claim force majeure if the Purchaser's partnership client or end client who is the subject of the performance of the obligations of this Agreement claims force majeure.

20. Act on the Contractor's Obligations and Liability when Work is Contracted Out

The Supplier commits to compliance with the regulations provided by the labor and social welfare legislation as well as the collective labor agreement applicable in the industry.

The Supplier commits to maintaining the information required by the Finnish Act on the Contractor's Obligations and Liability when Work is Contracted Out (1233/2006 and its amendment 469/2012) on the www.tilaajavastuu.fi website or to delivering the corresponding information to the Purchaser before the agreement is signed or order is confirmed, and afterward for the duration of the agreement at intervals no longer than twelve (12) months. The information provided may not be older than three (3) months.

If the Supplier does not provide the reports in question in the manner specified above or the information derived from them is such that the Purchaser would not have concluded the Agreement or Order if they had had access to the information in question, the Purchaser has the right to terminate the contract without liability for damages with immediate effect.

21. Bribery and corruption

21.1

The Supplier assures that it will not itself make and is not aware of any other party who would make, directly or indirectly, any payments, donations or other commitments to its clients, officials or the Purchaser's or another party's agent, manager or employee in breach of existing legislation and that it complies with all laws, regulations, provisions, and rules pertaining to bribery and corruption.

21.2

Nothing in this Agreement shall make the Purchaser liable to compensate the Supplier for any such payments they have made or promised.

21.3

If the Supplier materially breaches any of its obligations provided above in paragraph 21.1, the Purchaser may consider this a material breach of the Agreement, which entitles the Purchaser to terminate the Agreement with immediate effect without compromising the Purchaser's other rights and legal remedies. The Supplier is obligated to compensate the Purchaser for any liabilities, damages, and costs arising from the breach of the obligations mentioned above and the termination of this Agreement.

21.4

The Supplier confirms that they have received a copy of the Purchaser's Code of Conduct booklet and that they have been instructed on how to review this booklet electronically. The Supplier commits to performing its obligations according to this Agreement in accordance with essentially identical standards pertaining to ethical behavior.

22. Amending the Agreement

All amendments to the Agreement shall be made in writing and must be signed by both parties.

23. Transferring the Agreement

The Supplier does not have the right to transfer the Agreement in full or in part to a third party without a prior written consent from the Purchaser.

24. Terminating the Agreement

In addition to its other rights, a party has the right to terminate the Agreement with immediate effect if

(i) the other party materially breaches their obligations according to the Agreement and does not remedy the breach within thirty (30) days after receiving a written complaint pertaining to the matter from the other party; or

(ii) the other party appears to be insolvent, is declared bankrupt or is put into administration, which does not remove the Supplier's obligations except insofar as provided by law.

In addition to its other rights, the Purchaser has the right to terminate the Agreement with immediate effect and, at the Supplier's expense, to perform the work itself or have the work performed by a third party if the Delivery is materially delayed or there is a risk of delay or the delay or anticipated delay may compromise another plan, program or third-party partnership of the Purchaser.

25. Governing law and dispute resolution

This Agreement is governed by the Finnish law without the freedom of choice. Any disputes that the Purchaser and the Supplier cannot resolve by negotiations, shall be resolved at the choice of the Purchaser by arbitration proceedings in accordance with the effective Finnish law on arbitration at each time.

The seat of arbitration shall be Helsinki, Finland.

26. Other terms

The order of precedence of the contractual documents in the event of any conflict is as follows:

1. The Agreement or Order without annexes
2. The annexes in numerical order