



Hiab General Terms and Conditions for Indirect Procurement

1. Definitions

Hiab means Hiab Corporation and/or affiliate company of Hiab entering into the Supply Agreement.

Delivery means delivery of goods and/or performance of the Services and delivery of the Results, where applicable, by the Supplier to Hiab in accordance with these Terms and the Supply Agreement.

Documentation means reports, documents, files and other material or information which has been created, acquired or developed by Party for the performance of the Services prior, in connection with or after the performance of the Services and/or delivery of the Results.

Party/Parties means the Supplier or Hiab as well as both of them together respectively.

Product means the goods delivered or the work or service performed by the Supplier to Hiab including but not limited to drawings and attached documents relating thereto.

Results means all material, including but not limited to reports, documents, files or any other material, which has been specifically developed for Hiab in connection with the performance of and delivered to Hiab as a result of the Services and/or which has resulted from action of the Supplier or results from the Parties' cooperation in connection with the performance of the Services.

Service Fees means agreed one-time or recurring fees payable by Hiab to Supplier in consideration for provision of the Services.

Services means all work and services that shall be performed by the Supplier for Hiab in accordance with the Supply Agreement and these Terms. The Services shall also include other necessary works, components, software, materials and spare parts, even if they are not expressly included in the Specifications, service descriptions or other documentation relating to the Services.

SLA means a service level agreement applicable to on-going Services as agreed by the Parties.

Specifications means, at each given time, existing detailed specifications of the goods, Services and Results provided by Hiab including but not limited to technical or functional specifications and documentations, instructions and drawings connected to the Services and/or Results.

Supplier means the company delivering the Services, Results and/or Products to Hiab.

Supply Agreement means the order by Hiab to which these Terms are applied to.

Terms means these General Terms and Conditions for Indirect Procurement.

2. Applicability of these Terms

These Terms shall apply exclusively for any and all purchase of Services and Products by Hiab from Supplier unless otherwise agreed in writing between the Parties. These Terms shall supersede and exclude any other terms and conditions of sale or purchase even if Hiab has not explicitly excluded them.

The Supply Agreement may comprise following documents:

1. Hiab's order (optional)
2. These Terms
3. Supplier's offer (optional)

Should the contents of the above-mentioned documents be in conflict, they shall be valid in the sequence numbered with no 1 as the highest priority.

3. General Obligations of the Supplier

The Supplier undertakes to perform the Services and deliver Products and Results in conformity with these Terms with due care and with the professional skills required for the task.

The Supplier shall supervise the possible tasks agreed to be taken by Hiab and notify Hiab in writing, without undue delay, of all errors,



inaccuracies or inadequacies the Supplier detects in Hiab's performance that may endanger Supplier's ability to deliver the Products and/or Services in accordance with the Supply Agreement and/or these Terms.

The Supplier agrees to cooperate openly with any third party contractors of Hiab subject to industry standard confidentiality obligations (as applicable).

4. Changes

The Supplier shall not without the prior written permission of Hiab introduce any changes or modifications to the design, manufacture or workmanship of the Products as set out in the Supply Agreement and/or other relevant related documents.

The Supplier shall not make or undertake any changes to the Services, Results, Specifications or any other agreed requirements, or any other comparable changes that possibly may affect the quality of Services or Results or the correct fulfilment of the Supply Agreement without Hiab's prior written consent.

Hiab shall have the right to require reasonable changes or modifications to design, manufacture or workmanship of the Products and request the Supplier to make any changes to the Results at any time prior to the Delivery. The Supplier shall promptly undertake to perform any changes required by Hiab. Justifiable adjustments to the purchase price and delivery time arising therefrom may be requested by either Party.

No claim for compensation for increased costs or for changed delivery time or other changes to the Supply Agreement and/or these Terms shall be made by the Supplier unless the changes are agreed separately in writing and in accordance with the pricing level and other terms of the Supply Agreement.

The rights and obligations of the Parties under the Supply Agreement and these Terms shall extend apply to all changes.

5. Technical Documents

Supplier shall be responsible for ensuring that all technical documents, instructions for safety, use and maintenance, spare parts manual, certificates and drawings related to the Product are included in the price of the delivery of Products and shall be issued and supplied to Hiab prior to delivery of the Product.

6. Forecasts and stock for Products

Any possible planned volumes shall be regarded as forecasts only and shall not be binding on Hiab. However, the Supplier shall maintain sufficient production and delivery capacity to ensure that deliveries can be made in accordance with forecasted volumes in the delivery plans.

7. Service Level Agreements for On-Going Services

In case of on-going Services, Parties shall agree on and attach an SLA containing provisions on the required Service availability, response times as well as other metrics or measurable performance levels and obligations of Supplier.

In the event of non-achievement of the agreed SLA by Supplier, Hiab shall be entitled to a price reduction and/or refund of the recurring on-going Service Fees as agreed in the SLA or in proportion with the Suppliers failure to reach the agreed performance requirements of the Service.

SLA sanctions are in addition to Supplier's basic obligation to correct any and all deviations for the agreed availability and performance levels as soon as possible.

If Supplier fails to reach the minimum Service level in two (2) subsequent months or during any four (4) months within any twelve (12) month period, Hiab shall be entitled to terminate the Service or the whole Supply Agreement in question at its sole discretion either (a) with immediate effect, or (b) with a notice period from one (1) to twelve (12) months.

If the Parties have not agreed on specific Service level or Service performance requirements, then Hiab shall be entitled to a price reduction and/or refund of the recurring on-going Service Fees in



proportion with the Supplier's failure to reach the agreed performance requirements of the Service.

8. Supplier's personnel

The Supplier shall assign personnel of appropriate qualification and experience to perform the Services under the Supply Agreement. The Supplier is obligated to replace, without unreasonable delay and at no cost to Hiab, any member of its personnel assigned to perform the Services and fulfil obligations under the Supply Agreement whom Hiab considers lacking the necessary competence or with whom Hiab finds it obviously difficult to collaborate. The Supplier shall use all reasonable efforts to avoid any changes in the personnel assigned to perform its obligations under the Supply Agreement. Hiab shall be notified of any changes without delay and the Supplier shall make all reasonable efforts to promptly replace such individuals with another person of at least equal competence and experience without any additional costs to Hiab. Notwithstanding any degree of supervision exercised by Hiab over any Service, including the Supplier's personnel working on the Services, such personnel shall at all times be deemed to be the employees of the Supplier. Under no circumstance shall the relationship of employer and employee be deemed to arise between Hiab and the Supplier or the Supplier's personnel.

9. Supplier's Subcontractors

If the Supplier wishes to employ subcontractors otherwise than as agreed in the Supply Agreement, the written consent of Hiab must be obtained before such subcontracting work is ordered. Notwithstanding any such consent, the Supplier shall be liable for the acts and omissions of its sub-suppliers. The Supplier shall inform Hiab of any change in Supplier's subcontractors.

10. Delivery

The Delivery shall include all agreed and necessary Documentation including but not limited to technical documentation and instructions relating to the Products, the Services and the Results.

Unless otherwise agreed the term of delivery of Product(s) shall be DDP (Incoterms 2020).

Hiab shall not be obliged to inspect the Product at the time of delivery but only when it will be used by Hiab.

After the Delivery to Hiab and successful completion of necessary inspections and tests, Hiab will give acceptance for the Results provided that the Results meet the Specifications and other requirements set in the Supply Agreement and Hiab has received all agreed Documentation.

Acceptance of the Results shall not limit Hiab's right to compensation or any other remedies, if any Results are later found not to meet the Specifications, quality requirements or any other requirements set for the Results. Any acceptance shall not relieve the Supplier from any of its continuing obligations under the Supply Agreement.

11. Transfer of Title and Risk

Title to the Products, the Services and/or the Results and other material, intended for the completion of the Supply Agreement shall pass to Hiab at the time of: (a) delivery, or (b) payment of the first instalment of the purchase price, whichever occurs first. In the event of the Supplier's default, delay or bankruptcy, Hiab is given the right to take possession of the aforementioned or to transfer the performance of the Services from the Supplier to another supplier without delay.

Where payment is to be made by instalments or Hiab has supplied all or part of the materials intended for the completion of the Supply Agreement, all Products, Services and/or Results and all materials intended for the completion of the Supply Agreement, wherever the same shall be, shall, after the payment of the first instalment applicable to such work and/or materials or after the first such supply of the materials by Hiab, be deemed to have been unconditionally appropriated to the Supply Agreement and shall become the absolute property of Hiab and free from all debts, contracts, liens, other encumbrances and other engagements. The Supplier shall, so far as reasonably practicable, place an identifying mark on the various parts of

the work and on all materials supplied by Hiab or otherwise ordered or intended for the Supply Agreement and separate them from any other work in progress or material. Without prejudice to the foregoing, all the materials and work in progress shall be at the Supplier's risk until the delivery or final completion in accordance with the Supply Agreement, whichever comes later.

The rights set in this Section 11 do not restrict Hiab's rights to remedies relating to defects or delays available in the Supply Agreement or in applicable law.

12. Liens

Supplier shall ensure that title to the Products shall be free and clear of any and all liens.

Supplier agrees that it will be exclusively responsible for and indemnify and hold Hiab harmless from any such lien as well as all claims for non-payment by Supplier to its suppliers and subcontractors.

13. Delays

If the Supplier has reason to assume that he will not be able to meet the delivery time as agreed, the Supplier shall immediately notify Hiab thereof in writing, stating the cause and estimated duration of the delay. The Supplier shall use its best endeavors to reduce the time of delay. Hiab shall be entitled to demand the Supplier to arrange on Supplier's cost an express transportation to limit as far as possible the effects of the late delivery.

14. Packing, marking and storage

The Supplier shall be responsible for appropriate packing, marking and storing of the Products according to industry standards or to the instructions of Hiab.

15. Testing

In order to ensure that Hiab is given the opportunity, at its sole discretion, to reassure that a Product is free from defects, the Supplier shall, prior to delivery of new or changed Product, manufacture and perform quality control of samples in accordance with Hiab's instructions.

16. Purchase Inspection and Quality

Hiab or Hiab's representative or customer shall be entitled to perform inspections related to quality control and/or manufacture of the Product at the Supplier's production plant at times desired by Hiab both during manufacture of the Product and after completion thereof. For this purpose the Supplier shall make available to Hiab all documents in his possession relating to manufacture and manufacturing processes and shall place at the disposal of Hiab free of charge any necessary equipment and premises.

Furthermore, the Supplier ensures that Hiab, at its own discretion, has the possibility to perform such inspections also at the production plants of the Supplier's subcontractors.

The inspections and tests performed by Hiab shall in no respect decrease the Supplier's obligations and responsibilities stipulated in the Supply Agreement and do not in any way limit Hiab's right to present claims.

17. Liability for Defects or Shortcomings

The Supplier appreciates and accepts the fact that time and quality are of the essence. The Supplier shall use its best efforts to fulfil its obligations in respect of the quality, quantity and delivery time.

In the event that a Product is defective or a delivery does not contain the agreed quantity, Hiab shall be entitled to (i) demand immediate rectification, or (ii) demand immediate delivery of substitute Product(s).

If a defective Product cannot be repaired or replaced without delay or if there is a risk of production disturbances at Hiab or delivery disturbance from Hiab, Hiab shall be entitled, without obtaining the Supplier's consent and at the Supplier's expense, to make the necessary repair work or completely or partly annul the purchase of the Product and other such Products that Hiab does not consider having any use of due to the defect or shortcoming, and also to undertake substitute purchases from another supplier.

The Supplier shall compensate Hiab for any and all costs, expenses, losses and/or damages, direct as well as indirect, arising out of or relating to any defect or shortcoming in the Product(s), any error in the design or drawings, any work performed by the Supplier or its subcontractors, faulty or incomplete delivery or any other breach of the Supply Agreement, including but not limited to costs for assembly and disassembly, detection and analysis, scrapping and transportation.

If the agreed delivery time for the Products, the Services or the Results is delayed due reasons not attributable Hiab or circumstances other than Force Majeure, Hiab shall be entitled to compensation, as liquidated damages amounting to 2 % of the total purchase price ordered under the Supply Agreement per each calendar day by which the delivery date is exceeded. However, the liquidated damages shall be maximum 20% the total purchase price ordered under the relevant Supply Agreement. The abovementioned liquidated damages shall not in any way limit or exclude Hiab's right to full compensation of damages, or any other rights. Where Hiab is entitled to the maximum amount of liquidated damages, Hiab shall be entitled to terminate the Supply Agreement with immediate effect.

In addition to any other right Hiab is entitled to, (i) completely or partly terminate the purchase of the Product and of other Products which Hiab does not consider having any use of due to the late delivery, and (ii) make substitute purchases from other suppliers. The Supplier shall compensate Hiab's losses, costs and damages arising out of or relating to the late delivery.

Hiab shall not be responsible for any delay, obstruction, hindrance or interference in the commencement, production or completion of the Products by any act, omission, neglect, negligence or default of Hiab's customer or any other third party other than Hiab's subcontractor(s).

The Supplier shall indemnify and hold Hiab harmless against any losses and claims for injuries or damage to any person or property which may arise out of or in consequence of the performance

of the Supply Agreement by the Supplier and against all claims, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto, provided always that the Suppliers liability to indemnify Hiab as aforesaid shall be reduced proportionately to the extent that an act or omission of Hiab, its employees or representatives may have contributed to the said loss, injury or damage.

Liquidated damages agreed herein shall not be Hiab's sole and exclusive remedy for Supplier's delay.

18. Reporting

Unless otherwise agreed in writing, the Supplier shall provide a status report and other reports concerning Services and Results to Hiab in a form and at times reasonably requested by Hiab.

19. Fees and Payment Terms

The Service Fee(s) shall include all applicable taxes and duties, bank charges as well as all other expenses the Supplier may incur through its performance of the Supply Agreement, except for value added taxes (VAT).

Unless otherwise explicitly agreed in writing, the purchase price of each Product/order shall be fixed and shall include packing, packing material, service fees and all costs due to invoicing. All prices and fees are exclusive of VAT.

Any late payment interest shall be in accordance with the Finnish Interest Act.

Hiab shall have no obligation to reimburse for the Supplier's travel expenses or travelling time, unless otherwise agreed in writing. Any adjustment to the Service Fees shall be agreed separately in writing.

The payment term is sixty (60) days net from the date of invoice or accepted Delivery, whichever is later.

Invoices shall contain specific information of the Service/Results/Product detailing the pricing basis and a breakdown of the total invoice value. Invoices charged on a time and materials basis



shall be supported by relevant time sheets and receipts upon Hiab's request.

The invoice is issued against the PO reference/number. The Supplier shall use e-invoicing as an invoicing method. Suppliers shall follow Hiab Suppliers' Instructions found online at Hiab Supplier portal ([https://www.hiabgroup.com/en/about-us/supplier s/](https://www.hiabgroup.com/en/about-us/supplier-s/)). If the invoices do not meet the stated requirements, they may be returned to the Supplier, which may cause delays in payments.

To the extent permitted by applicable law, and in addition to any other remedy which Hiab may have, any affiliate entity of Hiab group may deduct from or set off against the purchase price any compensation, damages, indemnity or any other sum payable by the Supplier to any other affiliate of Hiab group. This shall be regardless of the place of payment or currency of either obligation.

If any obligation is unliquidated, unascertained or disputed by amount, Hiab may set off the undisputed amount or amount estimated by Hiab in good faith to be the amount of the obligation. Whenever Hiab is entitled to a set-off, Hiab can make a declaration to the Supplier that its claim/s will be set off against Hiab's counterclaim/s which results in the exhaustion of both Parties' obligations up to the amount they are equal in value.

In the event of any dispute between the Parties relating to a specific delivery of Service or Result, amount of a Service Fee, or correctness of an invoice, without prejudice to its other rights and remedies, Hiab shall, on justified grounds given to the Supplier in writing, have the right to withhold payment of the contested part of the Supplier's invoice until the dispute has been settled. In such event, the Supplier shall not be entitled to charge interest for the postponement period of the payment provided that Hiab's claim is found justified. For the avoidance of doubt, failure to pay the fees in the case of a dispute is not a breach of the Supply Agreement. If the fee is contested only partly, only the respective part of the fee can be withheld.

20. Insurance

The Supplier shall maintain at its own expense adequate insurance to cover any liability it may incur in connection with the performance of its obligations under the Supply Agreement and these Terms. Upon demand, the Supplier shall submit all requested certificates of the Supplier's insurances to Hiab.

21. Warranty

Services

The Supplier warrants that the Services and the Results comply in every respect with the Specifications and all other quality and technical requirements set in the Supply Agreement and these Terms as well as requirements provided by applicable laws and regulations.

The Supplier also warrants that the Services are performed and delivered in the workmanlike manner and with the accurate and professional diligence and skill to be expected from professional and experienced Supplier and in compliance with all applicable laws and regulations, including but not limited to fulfilling its obligations as an employer.

The Supplier also warrants that the Results are free from any defect in materials, workmanship or design, where design is Supplier's responsibility and are fit for their ordinary and intended purpose. The Supplier is responsible for the actual quality control of the Services and Results, and must immediately report to Hiab any possible deficiency in the quality of the Results.

The warranty period of deliverable Results shall be twenty-four (24) months from the acceptance of Hiab (hereinafter "Warranty Period"). During the Warranty Period, without limiting of any rights which the Supplier may have at law by reason of any breach of warranty, all defective or otherwise nonconforming Results shall at the sole discretion of Hiab be repaired, replaced or refunded by the Supplier without delay and without any cost to Hiab.

The Warranty Period for the repaired or replaced Results shall be renewed starting from the date

when the repair or replacement was approved by Hiab.

Should the Supplier refuse or fail to fulfil its warranty obligation to Hiab's satisfaction within a reasonable period of time, Hiab shall be entitled to have repair, replacement or a correction carried out at the Supplier's expense. The same right shall accrue to Hiab, if in case of urgency Hiab finds it inappropriate or impractical to wait for the Supplier to carry out the work. If possible, Hiab shall inform the Supplier before carrying out the repair, replacement or the correction. In case none of the aforementioned corrections can reasonably be carried out, Hiab shall have the right to a refund of the Service Fees of the Results not meeting the warranty given by the Supplier.

Products

The Supplier warrants that the Products supplied are free from defects. A Product shall be considered defective if it:

- (i) in any respect deviates from the technical specification;
- (ii) does not possess the characteristics that the Supplier has referred through samples, prototypes or in marketing;
- (iii) is not as safe as Hiab could reasonably have expected;
- (iv) is not fit for the particular purpose for which Hiab intended it to be used; or
- (v) otherwise deviates from what the Parties have agreed or what Hiab reasonably could have expected.

The warranty period is 24 months from the date on which the Product has been taken into use, but shall not exceed 36 months from the date on which the Products have been delivered to Hiab. Claims shall be presented no later than 6 months after the end of the warranty period.

If any repair under the warranty period is made after Hiab's customer has deployed the Product(s),

or any part thereof, or has otherwise put them into production use, the warranty period in respect of repaired or replaced Products, or any part thereof, shall be extended by 12 months from the date when the repair or replacement work was approved by Hiab's customer.

The above-stated warranty periods shall, however, not apply, should there be a risk of personal injury or damage to property other than the defective part, or of a repetitive defect.

The warranty shall be in addition to and not in limitation of all other warranties, guarantees, remedies or indemnities required and/or arising pursuant to applicable law.

22. Intellectual Property Rights

All right, title and interest in and to all copyrights, patents and other intellectual property rights relating to the Specifications, Results and Hiab's Documentation as well as other information delivered or paid by Hiab or its representatives to the Supplier in connection with the Supply Agreement, shall vest in and be the sole and exclusive property of Hiab and shall not, without prior written consent of Hiab, be used for any other purposes than for the performance of the Supply Agreement.

The Supplier shall upon request, without any costs to Hiab, promptly execute all such documents as may be necessary to effectuate the vesting in or transfer to Hiab of such rights.

The Supplier shall assign and cause its employees and subcontractors to assign any and all such rights to Hiab and take such additional actions as may be requested by Hiab to perfect any right of Hiab thereto. In case and to the extent it is impossible as a matter of law to transfer ownership in any intellectual property rights from the Supplier or its employees or subcontractors to Hiab, the Supplier hereby grants to Hiab and warrants to take all necessary steps to ensure that its employees and subcontractors will also grant to Hiab an exclusive, fully-paid up, unlimited, irrevocable, perpetual and worldwide license to use, modify, distribute and exploit, including right



to sublicense, any and all intellectual property rights relating to the Results.

Upon request of Hiab the Supplier shall at any time, including upon expiry or termination of the Supply Agreement deliver to Hiab any and all the Results whether or not completed. Copyright and other intellectual property rights relating to the Supplier's Documentation shall remain vested in the Supplier. The Supplier hereby grants Hiab a worldwide, unlimited, royalty-free, perpetual, irrevocable, non-exclusive and sub-licensable license to use, copy and modify the Supplier's Documentation.

The Supplier acknowledges and agrees that the materials in all manuals, instructions, drawings, text, visual designs and displays, and other related materials (copyrighted or not copyrighted) provided by Supplier to Hiab (hereinafter "Supplier's Materials") may be incorporated by Hiab into the manuals, instructions, drawings, text, visual designs and displays, and other related works created or used by Hiab in connection with the sale of Hiab's goods and services (hereinafter "Hiab's Materials").

Supplier hereby grants to Hiab an unlimited, royalty-free, worldwide, irrevocable, perpetual, non-exclusive sublicensable license to use, reproduce, modify and incorporate Supplier's Materials with and into Hiab's Materials without use of any copyright or other mark that distinguishes the contents of Supplier's Materials that are used, reproduced and/or incorporated into Hiab's Materials as being owned by any party other than Hiab or its affiliates.

Supplier hereby acknowledges and agrees that Hiab may place a copyright or other mark on Hiab's Materials (that contain Seller's Materials) that would identify Hiab or its affiliates as the owner thereof.

Unless otherwise agreed by the Parties in writing, the Supplier shall not have the right to use or make any other reference to any of Hiab's trademarks. The Supplier shall not use any of Hiab's trademarks in connection with sales to third parties.

The Supplier warrants that the Services and Results do not infringe any patents, trademarks, copyrights, design rights or any other intellectual property rights of any third parties. In case of infringement the Supplier shall at its own expense defend, indemnify and hold Hiab harmless against all claims, demands, proceedings, losses, damages, costs, charges and expenses which may arise out of any infringement of any third party intellectual property rights.

23. Limitation of Liability

Notwithstanding anything contained in these Terms, neither Party shall be liable for any indirect damage or loss unless such damage is caused by gross negligence or willful misconduct, breach by the Supplier of the Sections 22 Intellectual Property Rights and 25 Confidentiality or damages arising out of death or personal injury.

24. Force Majeure

Neither Party shall be liable to the other for delay or nonperformance to the extent such delay or nonperformance is caused by an event of Force Majeure. Force Majeure shall mean unforeseen events, which occur after the signing of the Supply Agreement and which are beyond the reasonable control of the Parties including but not limited to war, acts of government, natural disasters, fire and explosions, insofar as such an event prevents or delays the affected Party from fulfilling its obligations and such Party is not able to prevent or remove the Force Majeure without unreasonable expense. The Party affected by Force Majeure shall immediately take reasonable steps to limit or minimize the consequences of such Force Majeure. The Party claiming Force Majeure shall inform the other Party in writing and without delay of the Force Majeure, of the time it began and its expected duration.

The end of the Force Majeure shall also be reported in writing. The Party who has claimed Force Majeure shall prove its effect on the fulfilling of the Supply Agreement. If the performance of the Supply Agreement is delayed more than three (3) months as a result of a Force Majeure, either Party may terminate the Supply Agreement by

sending a written notice of termination to the other Party.

25. Confidentiality

The Supplier shall keep confidential and shall not disclose to any third parties or use for any other purposes than those defined in the Supply Agreement any confidential information received in connection with the Supply Agreement, such as, including but not limited to technical, commercial, business related, financial or company information. No confidential information may, without Hiab's express written consent, be copied, reproduced, transmitted, communicated or disclosed to a third party or in any other way brought to the knowledge of a third party or utilized by the Supplier for any other purposes than proper performance of the Supply Agreement. The Supplier shall ensure that no information regarding the existence and contents of the Supply Agreement is brought to the knowledge of any third party without obtaining prior consent thereto from Hiab. The Supplier shall not use Hiab's name or make reference to it for any purpose in any releases for public or private dissemination without prior written consent of Hiab.

The Supplier will use its best efforts to protect all confidential information from improper, unauthorized, negligent or other inadvertent transfer to any third party. The Supplier shall agree to protect the confidentiality of the information at least with the same degree of care as it exercises with respect to its own confidential information and business secrets.

The Supplier shall limit access to the confidential information of Hiab to those of its own personnel and Hiab's subcontractors for whom such access is necessary for the proper performance of the Supply Agreement. Such personnel and Hiab's subcontractors shall be bound by written confidentiality obligations not less restrictive than those provided herein. The Supplier shall, upon the termination of the Supply Agreement or at Hiab's request, immediately return all confidential material to Hiab, including but not limited to any copies of the Specifications and Hiab's Documentation held by the Supplier. The

obligation of confidentiality shall survive the termination of the Supply Agreement.

26. Privacy and Data Security

In connection with the Services Hiab may provide personal data to Supplier in accordance with the applicable data protection laws and regulations.

Supplier may process personal data on behalf of Hiab only to the extent necessary for providing the Services and complying with mandatory legal and regulatory obligations.

Supplier shall at all times:

- a) take appropriate technical and organisational measures to safeguard against unauthorised and unlawful processing of personal data and against accidental loss, alteration or destruction of, or damage to the personal data and will ensure that such measures are no less rigorous than those maintained by Supplier in respect of its own information and data of a similar nature;
- b) only process the personal data in accordance with Hiab's written instructions;
- c) not engage subcontractors or subprocessors to process Hiab's personal data without Hiab's consent;
- d) promptly provide such information to Hiab, as Hiab may require to allow its data subjects comply with their under applicable laws and regulations, including subject access rights, or with information notices served by the data protection ombudsman;
- e) promptly notify Hiab of any queries from data subjects, the data protection authorities or any other law enforcement or regulatory authority, which Hiab may decide to resolve at their discretion; and
- f) ensure that everyone authorized by it to process personal data is under an appropriate confidentiality obligation.

The Supplier shall, and shall procure that its personnel (including its sub-processors' personnel) shall not transfer (including granting access to) any personal data to any third parties or countries outside the European Union and European Economic Area except for transfers approved by Hiab in writing. Where Hiab consents

to a transfer of personal data outside the European Union and European Economic Area, the Supplier shall, before carrying out the transfer, ensure the existence of a transfer mechanism covering the transfer in compliance with data protection regulations.

Upon termination or expiry of the applicable Service, Supplier shall (and shall procure that its subcontractors shall) destroy all Hiab's personal data in tangible form and delete all personal data from all computer hardware (including storage media) and software and shall confirm in writing that this has been done. Supplier shall always (and shall procure that any subcontractors shall) process personal data on behalf of Hiab in accordance with Hiab's instructions.

If Hiab has agreed that Supplier may engage subcontractor(s) to process personal data, then (i) such engagement will be under a written contract, and (ii) the subcontract will require the subcontractor to comply with the same obligations applicable to Supplier under this Section 26 and the applicable laws and regulations. In any event, Supplier covenants to Hiab that Supplier will remain fully liable for the acts and omissions of its subcontractors and affiliates.

Supplier shall implement and maintain at all times appropriate operational, managerial, physical and technical measures to protect the personal data against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure or access so that all processing is in compliance with applicable laws and regulations.

Supplier shall without undue delay inform Hiab in writing after becoming aware of any data breaches and other events where the security of the personal data processed on behalf of Hiab has been compromised or if the Supplier has a reason to believe that such security may have been compromised. Supplier shall provide Hiab with all relevant information available to Supplier as regards to the data breach. Supplier shall also inform Hiab about the measures taken due to the data breach. Supplier's notification about the data breach shall include at least the information required by the data protection regulations.

27. Term and Termination

These terms shall be valid from the date of the Supply Agreement.

In addition to any other right or remedy available to Hiab at law or set in the Supply Agreement, Hiab has a right to terminate the Supply Agreement or any part of it with immediate effect and without any liability towards the Supplier in the event that the Supplier is in material breach of its obligations under the Supply Agreement or these Terms and has failed to remedy such breach within thirty (30) days of a written notice thereof by Hiab. The Services and Results failing to meet the specified quality and/or safety requirements shall always be considered a material breach of the obligations of the Supplier.

Hiab is entitled to terminate the Supply Agreement with immediate effect and without any liability towards the Supplier if any proceeding of bankruptcy, liquidation, receivership or insolvency shall be commenced by or against the Supplier or its property, the Supplier is made to be governed by an appointed receiver or trustee or to execute an assignment for the benefit of the creditors, or it becomes otherwise clear that the Supplier as a result of its financial or other difficulties is unable to fulfil its obligations in accordance with the Supply Agreement.

Notwithstanding anything in this Section 27 Hiab reserves the right to terminate all or any part of the Supply Agreement at its convenience with immediate effect following Hiab's issuance of written notice to the Supplier. In the event of such termination, the Supplier shall immediately stop all work referenced in Hiab's notice of termination. In such case, the Supplier shall be paid a reasonable termination charge consisting only of the actual direct costs associated with the Services and Results already produced by the time of Hiab's notice of termination.

28. Effects of termination

In case of termination, the Supply Agreement is deemed to be terminated as from the termination date. Any terms and conditions that by their nature



or otherwise reasonably should survive a termination shall be deemed to survive.

By the termination of the Supply Agreement the Supplier shall immediately return all Specifications, Hiab's Documentation, drawings and technical documents, material and any other Hiab's property, which the Supplier has received from Hiab or which has otherwise become property of Hiab.

29. Compliance With Laws and Anti-Bribery

Each Party will comply at all times with all applicable laws and regulations, including without limitation European Union, UK and U.S. legislation pertaining to anti-bribery, anti-money laundering, embargoes and/or sanction requirements.

Both Parties agree that they have not, conjunction with any business transactions involving the other Party, made, offered or promised to make, and will not make, offer or promise to make, any payment or other transfer of anything of value, including without limitation the provision of any service or gift or entertainment to: any government official, employee of the other Party; any political party, official of a political party; or any other person or entity for the purpose of obtaining or influencing the award of or carrying out of this Agreement to the extent that to do so is or would be in violation of the anti-bribery laws of any relevant jurisdiction, including without limitation, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act, as may be amended.

30. Miscellaneous

Amendments. Any modifications or amendments to these Terms and/or the Supply Agreement and any of its appendices shall be valid and binding only when made in writing and executed by both Parties. Under no circumstances shall any terms or conditions in the order acknowledgement or other corresponding document sent by the Supplier that are conflicting with or additional to the Supply Agreement and/or these terms be binding on Hiab.

Entire Agreement. The Supply Agreement and the appendices listed in the Supply Agreement shall

constitute the entire agreement between the Parties and it shall precede any other document exchanged between the Parties before the date of the Supply Agreement.

Assignment. The Parties shall not be entitled to assign or delegate any of their rights and/or obligations under the Supply Agreement and/or these Terms in whole or in part to any third party without the prior written consent of the other Party. Notwithstanding the aforesaid, Hiab is entitled to assign rights and/or obligations under the Supply Agreement and/or these Terms, in part or in whole, to any company belonging to the same group of companies with Hiab as well as in connection with a transfer of business or any other corporate transaction, including divestments and outsourcing.

No Waiver. No provision or right under the Supply Agreement or these Terms shall be considered waived without an explicit written statement or agreement signed by the waiving Party in each specific case. A waiver of any term, provision or right under the Supply Agreement or these Terms shall not be construed as a waiver of any other term, provision or right hereunder.

Ethical Principles. Supplier confirms that it follows at its own expense and is aware of Hiab's Business Partner Code of Conduct and Principles of social responsibility as published at Hiab's website (<https://www.hiabgroup.com/en/about-us/suppliers/>) from time to time. Supplier's failure to implement any reasonable requirement will grant Hiab the right to terminate the Supply Agreement.

Severability. If any term or condition of the Supply Agreement or these Terms is found to be invalid, illegal or unenforceable, all other terms and conditions of the Supply Agreement or these Terms shall remain unaffected and in full legal force and effect. The Parties agree to replace, to the extent permitted by the applicable legislation, such individual term or condition by a provision of the same or similar effect or meaning or having as close as possible the same economic purpose initially pursued by the Parties through such individual term or condition.



31. Applicable Law and Disputes

In case a Hiab unit and the Supplier have the same domicile, the Supply Agreement and these Terms will be governed and constructed in accordance with the law in that country. In other cases the Supply Agreement is to be governed and constructed in accordance with the laws of Finland. Choice of law and the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.

Any dispute, controversy or claim arising out of or in connection with the Supply Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitration proceedings shall be held in Helsinki, Finland and the language shall be English.