

#### GENERAL TERMS AND CONDITIONS OF SALE

##### GENERAL PRINCIPLES

These General Terms and Conditions of Sale apply to any sales of goods ("Products"), sold by Dietatec Oy ("Supplier") and purchased by any customer ("Purchaser"). Supplier and Purchaser are alone referred to as a "Party" and together as the "Parties".

Purchaser's general terms and conditions shall not apply to any contract between the Parties.

All information and data contained in product documentation or price lists, whether in electronic or any other form, are only approximate details and descriptions. Any information and data are binding only to the extent they are by reference expressly included in the Quotation, Order Confirmation or individual Contract (all as defined below) between the Parties.

##### QUOTATION, ORDER, ORDER CONFIRMATION AND CONTRACT

Supplier's quotation ("Quotation") is valid for 14 days from the date of Quotation, unless otherwise agreed by Supplier in writing.

Any Purchaser's purchase order ("Order") will only become legally binding upon Supplier after written confirmation ("Order Confirmation") from Supplier. The contract for sale and purchase of the Products ("Contract") shall become binding upon the Parties when Supplier has confirmed in writing Purchaser's Order. Amendments to the Contract and subsidiary agreements shall be made in writing.

Purchaser shall not have the right of withdrawal from an Order confirmed by Supplier.

Supplier reserves the right to change its prices for non-delivered Products in the event of currency exchange rate fluctuations, price increases from suppliers, material price increases, changes in labor costs, governmental acts or the like.

Supplier reserves the right to carry out, during performance of the Order, any modification to Products deemed necessary by Supplier, in particular in the event of changes in technical standards, development of production methods or legislative or regulatory provisions affecting the technical execution of the Order.

Supplier ensures that the Products delivered comply with the laws, regulations and rules, applicable at the place of manufacturing. Beyond this, Supplier ensures to comply with general EU standards applicable for its Products. Any specific regulations, laws and rules at the place of operation of the Products must be notified by Purchaser to Supplier in good time before delivery. Both Parties shall agree on the application of such local laws, regulations and rules individually

in writing and in good time before the delivery of the affected Product.

##### IPRs, DRAWINGS AND TECHNICAL INFORMATION

All intellectual property rights to the Products and related drawings and technical documents relating to the Products or their manufacture shall in all cases remain the exclusive property of Supplier. The sales and delivery of the Products shall not transfer any intellectual property rights to Purchaser nor to any third party. The Parties may separately and in writing agree that Purchaser may be granted a right to use Supplier's trademarks related to the Products in its use and possible resales of the Products.

Drawings, technical documents or other technical information related to the Products received by Purchaser shall not, without the prior written consent of Supplier, be used for any other purpose than for the use or resales of the Products, or for another purpose especially agreed in writing by the Parties. They may not, without the consent of Supplier, be otherwise used, copied, reproduced, transmitted or communicated to a third party.

The Supplier shall, not later than at the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to install, commission, operate and maintain the Product. The Supplier shall not be obliged to provide manufacturing drawings for the Product or for spare parts.

##### DELIVERY TERM AND TRANSFER OF RISK

The delivery term of the Products is Ex Works Teollisuusneuvoksentie 4, 00810 Helsinki, Finland (Incoterms 2020), unless otherwise agreed by the Parties.

The delivery is completed when Supplier notifies Purchaser that the Products are ready for delivery. Partial deliveries are accepted for accessories permitted, unless otherwise agreed.

A bill of consignment shall be included with the delivered Products. On acceptance of the Products, Purchaser shall ensure that the delivery corresponds to the bill of consignment and shall duly ascertain that the Product is undamaged. Before using, connecting, or installing the Products, Purchaser shall properly inspect the Product.

The delivery times are best estimates only and Supplier takes all reasonable efforts to comply with such estimated delivery times.

After having received knowledge of a delay, Supplier is obligated to inform Purchaser of the delay, its cause, and the estimated new date of delivery.

#### PRICE

Prices are Ex Works Incoterms 2020 and excluding packaging. Value added tax shall be added at the applicable rate. All prices are in Euro.

Any transport, customs, handling and insurance operation involving Products outside the delivery obligations as specified in the Contract or Order Confirmation is at the cost and risk of Purchaser.

#### PAYMENT AND TRANSFER OF OWNERSHIP

The payment term is calculated from the date of the invoice. Payment shall not be deemed to have been effected before the Supplier's bank account has been irrevocably credited for the amount due.

Unless otherwise agreed, the purchase price shall be paid within seven (7) days from Supplier's Order Confirmation and in any case latest by the date when the Supplier notifies the Purchaser that the Product is ready for delivery, if such date occur earlier.

Delayed payments are subject to penal interest of the Interest Act (korkolaki). Purchaser shall also be responsible for the possible collecting costs.

Title to the Products is transferred to Purchaser upon full payment of the purchase price.

#### FORCE MAJEURE

The Parties are exempt from their obligations as per the Contract if any impediment beyond their reasonable control, including without limitation, fire, flood, strike or other labour difficulty, machinery damage or a comparable disturbance, pandemic, act of God, act of public authority, lockout, war, mobilisation, embargo on exports or imports, riot, fuel or energy shortage, wrecks or delay in transportation, cessation of manufacture, or inability to obtain suitable or sufficient labour, materials or manufacturing facilities from sub-contractors or other sources ("Force Majeure Event") prevents the delivery of their obligations. If a Party is subject to a Force Majeure Event it shall forthwith inform the other Party of such Force Majeure Event, its reason and the estimated duration, as well as the cessation of the Force Majeure Event.

Moreover, if fulfilling of the Contract would call for sacrifices that are unreasonable in comparison with the advantage to the Purchaser, the Supplier is not obligated to fulfil the Contract.

#### WARRANTY

Supplier warrants that the Products manufactured by it will be free from defects in material and workmanship for a period of 12 months

from date of operation, or 18 months after date of shipment, whichever occurs first. The warranty is a limited warranty for the parts only and does not cover the warranty work that shall be on the Purchaser's account.

Purchaser shall without undue delay notify Supplier in writing of any defect which appears. Supplier is not liable for any damage which occurs because of delayed notification by Purchaser.

Warranty does not cover normal wear-and-tear, normal deterioration or damage occurring after the delivery as a result of improper or negligent handling, use for other purpose than for the Product's intended purpose, excessive performance demands, or as a result of external influences.

Warranty does not apply to defects caused by incorrect installation, wrongful handling, inappropriate use (ex. wash procedures), use against Supplier's instructions and manuals or faulty maintenance or repair of the Product.

Furthermore, warranty does not apply to defects caused by prolonged inactivity of the product.

If Purchaser or third parties undertake modifications or maintenance work, any defects, after such activities, are not subject to warranty.

Supplier shall not be liable for defects arising out of materials provided or a design stipulated or specified by Purchaser.

If during warranty services it turns out that the replaced part was not subject to Supplier's warranty then Purchaser is obliged to pay for the respective repair or replacement service, and for the consumed spare parts, at the applicable standard spare parts price.

Purchaser shall not be entitled to transfer this Supplier's warranty to any third party.

#### LIMITATION OF LIABILITY

Neither Party shall be liable for any indirect or consequential loss or damage such as, but not limited to, loss of production, business opportunity or profit. Supplier's overall liability shall not exceed the price of the Product where loss or damage related to. However, this limitation of liability shall not apply to loss or damages that are caused by gross negligence or willful act.

#### COOPERATION IN PRODUCT SURVEILLANCE

In order to inform the respective owners of the Products in the event of a possible product risk and to initiate security measures, traceability of the Products is necessary. Accordingly, Purchaser is obliged to support Supplier in informing the owners of Products that have been passed on to the respective new owner by Purchaser.

Purchaser shall keep the following information for all Products delivered to and passed on by it:

- serial number of the delivered Product
- owner of the Product and the installation site
- technical modifications made to the Product.

## RESPONSIBILITY FOR RECYCLING

For the delivered Products, Purchaser shall be liable for the obligations set for the producer (Supplier) in the EU directive 2012/96/EU (WEEE).

## LAW AND DISPUTES

These General Terms and Conditions shall apply exclusively to all contracts, offers, orders, and deliveries, unless otherwise agreed in writing. Any general terms and conditions of the Purchaser or third parties are expressly excluded, even if referred to in the Purchaser's documentation.

Only the laws of Finland shall apply to the Contract and the relationship between the Parties. The application of any foreign law, including but not limited to the laws of the Purchaser's country, is excluded unless explicitly agreed in writing by both Parties. Payment or acceptance of delivery by the Purchaser shall be deemed full acceptance of these terms.

All disputes arising out of or in connection with the Contract shall be settled through friendly consultations between the Parties. Failing that, any dispute, controversy or claim shall be finally resolved by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce by one (1) arbitrator. The place of arbitration shall be Helsinki, Finland, and the language shall be English unless the Parties agree otherwise.