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## 1. General

These general procurement terms ("General Terms") apply and form an integral part of all procurements made by Pool4You Ltd., referred to in any contract, order, request for quotation, or other document related to the procurement, to which the General Terms are attached either by reference or as an appendix. If the parties have signed a written agreement regarding the procurement, the validity order specified in the agreement shall apply.

## 2. Definitions

For the purposes of these General Terms, the following definitions apply: "Party" refers to the Buyer and the Supplier individually or collectively. "Services" refer to the services defined in the Agreement that the Supplier provides to the Buyer in accordance with the Agreement and these General Terms. "Agreement" refers to the written agreement between the Parties concerning the procurement of Products or Services. "Buyer" refers to Pool4You Ltd. "Supplier" refers to the legal or natural person mentioned in the Agreement, selling, delivering, or mediating in the supply of Products or Services to the Buyer. "Products" refer to the products defined in the Agreement that the Supplier delivers to the Buyer in accordance with the Agreement and these General Terms.

## 3. Order

The Buyer orders Products or Services according to the Agreement or a separately agreed-upon ordering procedure. The Buyer is not bound by minimum purchase quantities or other purchase quotas unless agreed otherwise. The Supplier must provide a written order confirmation to the Buyer's designated contact person within three (3) business days of receiving the order unless otherwise expressly agreed. If the order is not confirmed within three (3) business days, the order is considered confirmed by the Supplier as per the Buyer's order.

## 4. Delivery

The delivery of Products occurs according to the agreed or separately agreed delivery terms between the Parties. If the Parties have not agreed on delivery terms, the applicable term is FCA (Incoterms 2020), the Supplier's premises. The designated transport company and the Buyer's contract number must be used in the delivery. The Supplier must package the Products to withstand handling, transport, and storage. The Supplier must comply with all applicable laws and international conventions regarding transportation and follow the Buyer's instructions regarding packaging methods, packaging materials, and product labeling. The Supplier commits to delivering Products and Services to the Buyer at the confirmed time. If a separate delivery time is not agreed upon, the Products and Services must be delivered at the time specified by the Buyer. The Buyer is not obligated to accept partial, early, or delayed delivery. Products or Services, or any part thereof, cannot be delivered before the agreed-upon time without the Buyer's prior consent. The risk of the Products transfers to the Buyer according to the applicable delivery terms. Ownership of the Products transfers when the Buyer has received the delivery.

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## 5. Delay in Products

The delivery of Products is delayed if the delivery is not made at the agreed time and in the agreed manner according to the agreed delivery terms and the Agreement. If the Supplier realizes that it cannot meet the agreed delivery time or that a delay seems likely, it must immediately notify the Buyer in writing of the delay's cause and propose a new delivery time. The Buyer has the right to refuse a new delivery time for a justified reason. The notification does not exempt the Supplier from the consequences of delay as stipulated in this section. If the delivery of Products or acceptance of delivery is delayed due to a reason other than the Buyer's responsibility or Force Majeure of the Supplier, the Buyer has the right to demand a penalty payment as follows: The penalty is two (2) percent of the total delivery price for each commenced day of delay, up to a maximum of twenty (20) percent of the total delivery price. The Buyer has the right to claim compensation for direct damages exceeding the penalty amount. The Buyer has the option to deduct the penalty amount from the amount payable to the Supplier according to the Agreement.

## 6. Delay in Services

The delivery of Services is delayed if the Service is not delivered according to the Agreement at the agreed time and in the agreed manner. If the Supplier realizes that it cannot meet the agreed delivery time or that a delay seems likely, it must immediately notify the Buyer in writing of the delay's cause and propose a new delivery time. The Buyer has the right to refuse a new delivery time for a justified reason. If the delivery of the Service or acceptance of delivery is delayed due to a reason other than the Buyer's responsibility or Force Majeure of the Supplier, the Buyer has the right to reasonable compensation for direct damages suffered by the Buyer.

## 7. Inspection

The Supplier is obliged to inspect before delivery that the Products are free from defects and comply with the conditions of the Agreement. Upon the Buyer's request, the Supplier must provide the Buyer with material certificates, inspection, and testing documents for the Products. These documents must be provided within two (2) business days of the Buyer's request. The Buyer has the right, but not the obligation, to inspect the Products after delivery. However, the Buyer's inspection does not release the Supplier from its responsibilities and obligations under the Agreement and these General Terms.

## 8. Prices, Invoicing, and Payment Terms

The prices of Products and Services are determined according to the Agreement made by the Parties or in the manner separately defined by the Parties. The prices include any applicable minor billing, insurance, packaging, and freight surcharges, and taxes. The Supplier is not allowed to add these or similar costs to the invoice without a separate agreement. All prices are stated excluding value-added tax, and the current value-added tax is added to them. The Supplier has the right to send an invoice after the Products have been delivered or the Service has been performed. Recurring payments are invoiced at agreed billing intervals in arrears. The invoice must be submitted according to the Buyer's current invoicing instructions. The payment term is sixty (60) days net from the date the Buyer receives the invoice unless the Parties have

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agreed otherwise. The late payment interest is according to the current interest rate law.

## 9. Requirements for Products

The Supplier is responsible for ensuring that the Products are free from defects and conform to the type, quantity, quality, and other characteristics agreed upon by the Parties. The Supplier warrants that the Products comply with all applicable laws and regulations in force at the time of delivery. The Products must correspond to the information provided to the Buyer. Unless otherwise agreed, the Products must be suitable for the purpose for which such Products are generally used or fit for the specific purpose for which the Products were intended to be used if the Supplier was aware or should have been aware of this purpose based on the circumstances or its expertise. Upon request, the Supplier must provide all certificates, permits, documents, and other papers necessary for the use or further processing of the Products. These documents must be provided within three (3) business days of the Buyer's request.

## 10. Environmental Requirements

The Supplier assures that the production activities within the supply chain of the Products comply with the requirements of the European Union, the European Economic Area, and/or the applicable national environmental legislation. The Supplier must fulfill all requirements related to chemical registration, assessment, licensing procedures, and restrictions, such as REACH and RoHS requirements related to the restriction of hazardous substances. The Supplier commits to providing the Buyer with the above-mentioned information free of charge.

## 11. Product Warranty

The Supplier guarantees that the Products, in all respects, comply with the Agreement (including these General Terms) and the laws, regulations, standards, and generally accepted requirements applicable to the Products. Furthermore, the Supplier ensures that all Products meet the highest industry standards, do not contain errors or deficiencies in design, materials, or workmanship, and are otherwise free from defects, suitable for their intended use (to the extent the intended use is known to the Supplier). The Supplier's warranty is valid for twenty-four (24) months from the delivery date of the Products unless otherwise agreed. The Supplier's warranty remains valid when the Buyer resells the Products. In case of defective Products, the Buyer must promptly notify the Supplier in writing of the defect and return the defective Product to the Supplier at the Supplier's expense. If the Product cannot be repaired, the Supplier must send a replacement Product to the Buyer within three (3) business days. The Supplier is responsible for the immediate costs incurred by defective Products, such as repair costs. The Buyer also h

as the right to compensation for damages caused by the Product's defect. In connection with repairs or replacements, the Supplier grants a new 24-month warranty for the delivered Products. If the Supplier cannot fulfill its warranty obligation, the Buyer is entitled to perform or commission necessary repairs through a third party and charge the resulting costs to the Supplier. The Buyer may, if desired, deduct the repair costs from the amount payable under the Agreement.

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## 12. Service Warranty

The Supplier guarantees that the Services, in all respects, comply with the Agreement (including these General Terms) and the laws, regulations, standards, and generally accepted requirements applicable to the Services. Furthermore, the Supplier ensures that all Services meet the highest industry standards, do not contain errors or deficiencies, and are suitable for their intended use (to the extent the intended use is known to the Supplier). The Supplier's warranty is valid for twenty-four (24) months from the time when the entity, to which the service is provided, is put into operation if not otherwise agreed. If any Service does not meet the above-mentioned warranties, the Buyer must promptly notify the Supplier in writing of the error. The Supplier must promptly and at its own expense rectify or otherwise compensate for the errors in the Services. The Supplier is responsible for the immediate costs incurred by defective Services, such as repair costs. The Buyer also has the right to compensation for damages caused by the error in the Service. The Supplier grants a new 24-month warranty for Services that have been repaired or replaced under warranty. If the Supplier cannot fulfill its warranty obligation, the Buyer is entitled to perform or commission necessary repairs through a third party and charge the resulting costs to the Supplier. The Buyer may, if desired, deduct the repair costs from the amount payable under the Agreement.

## 13. Limitation of Liability

The Supplier is responsible for damage caused to a third party by the sold Product in accordance with the current product liability law. Neither party is liable for indirect damages to the other party, such as lost profits or lost turnover.

## 14. Intellectual Property Rights - Ownership and Other Rights

The parties' intellectual property rights remain with the party that owns them before the conclusion of the Agreement or independently develops them after the conclusion of the Agreement. A party shall not transfer rights to its own or third-party intellectual property rights to the other party, unless expressly agreed otherwise in these General Terms. The Supplier ensures that the Products do not infringe the intellectual property rights of a third party. Ownership rights and intellectual property rights to drawings and parts lists provided by the Buyer always remain with the Buyer or a third party. The Supplier has the right to use the transferred material only for the purposes of the Agreement and may not disclose it to a third party. The Buyer owns all new intellectual property rights related to the use of the Products in the Buyer's manufacturing process, the Buyer's end products, and the intended use of the Buyer's end products, developed by either party or both parties during testing or use of the Products in the Buyer's manufacturing process.

## 15. Force Majeure

Neither party is responsible for delays or damages caused by a force majeure outside the party's control, which the parties could not reasonably have anticipated when making the Agreement and whose consequences the party could not reasonably have avoided or overcome. Such obstacles include, among other things, fire, natural disasters, war, official action, changes or new legal provisions, strikes, riots, or any other similarly significant force majeure outside the parties' control. Economic difficulties are not considered

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force majeure. The parties must promptly notify each other in writing of the force majeure. The parties must also promptly notify each other in writing of the cessation of force majeure. If the performance of the Agreement is delayed or is expected to be delayed due to force majeure for at least six (6) months, each party has the right to terminate the Agreement immediately by notifying the other party.

#### 16. Confidentiality

The parties undertake to keep confidential the materials and information received from each other and not to use them for purposes other than those stipulated in the Agreement. The Supplier is obliged to maintain confidentiality regarding information related to the Buyer obtained during its activities. The Supplier is responsible for ensuring that only those persons employed by the Supplier, whose job duties require it, have access to the Buyer's information. The Supplier is responsible for ensuring that its employees are aware of the obligations of the Agreement and comply with them. The provisions of this section 16 remain in force for five (5) years after the termination of the Agreement.

#### 17. Validity

These General Terms enter into force on January 1, 2024, and are valid indefinitely.

#### 18. Changes to the Terms

The Buyer has the right to change these General Terms by notifying the Supplier in writing at least thirty (30) days before the effective date of the changes. The amended terms apply to purchases made after the change.

#### 19. Assignment of the Agreement

The parties may not partially or entirely transfer the Agreement to a third party without the written consent of the other party.

#### 20. Applicable Law and Dispute Resolution

These General Terms are governed by Finnish law, excluding its choice of law rules or the United Nations Convention on Contracts for the International Sale of Goods (CISG). The parties seek to resolve disputes primarily through mutual negotiations. Disputes arising from and related to these General Terms are finally settled in arbitration in accordance with the arbitration rules of the Turku Chamber of Commerce. The number of arbitrators is one. The place of arbitration is Turku, and the language is Finnish.

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