

## GENERAL TERMS AND CONDITIONS OF PURCHASE OF AURUBIS FINLAND OY

### 1. Scope

a) These Standard Purchasing Terms and Conditions of Aurubis Finland Oy are effective and applicable to all purchasing agreements/orders for the purchase of products and the performance of work and services, with the exception of the purchase of raw materials for which separate provisions apply (the General Terms and Conditions for Purchasing and Reprocessing Contracts between Aurubis Finland Oy (hereinafter "the Principal") and the Supplier (hereinafter "the Supplier"). The Standard Purchasing Terms and Conditions of the Principal supersede all other terms and conditions. The Principal does not accept alternative conditions of the Supplier, even if the Principal has not expressly contradicted such conditions or has accepted a delivery, unless it has explicitly approved the validity of such alternative conditions in writing. The Standard Purchasing Terms and Conditions of the Principal shall also apply to all future orders by the Principal from the Supplier, even if the Principal has not explicitly confirmed the application of such terms to the Supplier.

b) Additionally, the Code of Conduct of the Principal ([http://www.aurubis.com/fileadmin/media/documents/en/Sonstiges/Aurubis\\_Code\\_Of\\_Conduct.pdf](http://www.aurubis.com/fileadmin/media/documents/en/Sonstiges/Aurubis_Code_Of_Conduct.pdf)) and its corporate policies (<http://www.aurubis.com/en/responsibility/environment/>), as may be amended from time to time, are applicable to the purchase agreements with the Supplier. The Supplier accepts such principles and policies as legally binding for its own performance. The capitalized terms used herein shall have the meaning set forth in the applicable purchase agreement, unless defined herein.

These General Terms and Conditions apply to any and all applications, quotations, bids, assignments, purchase orders, order confirmations, agreements and other legal acts in respect to products to be delivered, services to be performed and assignments to be carried out by Supplier for Principal.

c) In the event that provisions of the purchase agreement between Principal and Supplier are in conflict with the content of these General Terms and Conditions, the content of the purchase agreement shall prevail.

### 2. Bids / Contractual Content / Order Confirmation

a) Bids tendered by the Supplier are legally binding on the Supplier. Unless otherwise set forth in the bid, the bid shall be valid for a term of two (2) weeks. A contractual agreement is established once the Principal has explicitly accepted the bid.

b) Even provided that the bid corresponds to the quotation, the Principal reserves the right to reschedule the delivery time without liability or costs until the bid is formally accepted. The Supplier is obligated to justify in writing any eventual refusal of the order for valid reasons within three (3) days from the receipt of the same and in the absence of such refusal, the order shall be deemed confirmed.

c) To the extent the Supplier is willing to accept an order the Principal has placed, albeit exclusively with alternative conditions, these alternative conditions - including deviations from General Terms and Conditions (e.g., from standard specifications, delivery times (e.g. no "prompt" deliveries)), should be clearly noted in purchase agreement or on the Principal's purchase order form and be returned back to the Principal within the above mentioned three (3) days. In such cases, a contractual agreement first becomes established after the Principal has given its written consent. The Principal will not accept deviations from the purchase contract/order that have not been clearly indicated, even if the Principal has not explicitly objected to them.

d) Validation of contract provides that requirements of Act on the Contractor's Obligations and Liability when Work is Contracted Out are fulfilled.

### 3. Prices / Payment

a) Prices and incidental costs are to be understood as sums excluding statutory value-added tax. Taxes, import duties, and other fees or costs associated to the products or services must be remunerated by the Supplier, unless explicitly included in the agreed price. The Principal shall bear the applicable value-added tax prevailing in Finland. Unless other arrangements have been made, the prices apply to the delivery to delivery address chosen by Principal including appropriate packaging and insurance (to the extent that transportation insurance can be obtained according to the usual commercial practice). Prices are set forth in the applicable purchase agreement/order. Any accommodation or travel expenses related to services are not compensated by the Principal, unless otherwise agreed in writing prior to the occurrence of the same.

b) With respect to unforeseen and/or unpredictable and/or extraordinary alterations in the accompanying circumstances underlying the original contractual agreement, e.g., substantial price increases, fluctuations in currency values, etc., and provided that a consensual modification of the agreement could not be reached, the Principal is authorized to set new base prices at its discretion and in relation to the corresponding documented increase or decrease in price and/or terminate the agreement (including these General Terms and Conditions), without any notice of default being required and without owing any compensation in that context. Supplier is not allowed to increase agreed prices or prices which are determined pursuant to any legal provision, in respect of orders that have been placed already.

### 4. Delivery Period

a) Delivery periods must be precisely met by the Supplier. Delays - including early or partial deliveries - must be reported by the Supplier to the Principal immediately with the corresponding reasons and anticipated length of the delay, although such a notice does not restrict the legal rights of the Principal arising from the delayed delivery.

b) The Supplier is liable for all damages arising from delivery dates or deadlines having been exceeded.

c) Supplier will be in breach if it exceeds an agreed delivery period, in respect of all or part of the delivery.

d) In the event of a delay in delivery of goods or services, the Principal is authorized to charge a contractual penalty in the amount of zero point one percent (0.1%) of the value of the delayed goods or services for which the Supplier is in arrears, calculated for each working day of the delivery delay, not exceeding ten percent (10%) of the value of the delayed goods or services. The above contractual penalty is without prejudice to the rights of the Principal to terminate the purchase agreement/cancel the order or claim the amount of damages exceeding the contractual penalty.

### 5. Place of Delivery, Delivery Costs, Delivery Order, Packaging

a) Unless other arrangements have been made, the delivery must take place at the delivery address indicated on the purchase agreement/order.

b) In case the Supplier's obligation based on the selected delivery term, the Supplier commits itself to selecting the most favourable freight conditions and to completing the consignment note. The Supplier must take all delivery-related instructions connected with the purchase agreement/order into consideration.

c) The Supplier is obligated to observe all legal provisions connected with delivery and packaging, including any applicable foreign legal provisions.

d) A detailed delivery order in triplicate must be attached to each delivery, indicating the order number, the date of the order, and, if necessary, the position number(s) for the delivered goods.

e) Supplier is liable for any damage that is caused by insufficient or inadequate packaging. Superfluous packaging material must be avoided. The delivered object must be clearly indicated on the packaging. The packaging and labels must correspond to legal requirements and industry practice. Non-applicable labels from previously used packaging must be removed. The packaging becomes property of the Principal, or it must be taken back at its request free of charge at the discretion of the Principal. Packaging costs are to be paid by the Supplier as a matter of principle, unless other arrangements have been made. To the extent it has been agreed that the Principal has to pay the costs for boxes or packaging materials, the Principal is authorized to send the boxes or packaging materials back to the Supplier. In the latter case, at least seventy five percent (75%) of the corresponding amount indicated in the invoice must be reimbursed to the Principal. The use of packaging material classified as "special waste" in accordance with disposal criteria (e.g. styrofoam) is not permissible and will not be accepted by the Principal. Should such packaging material nevertheless be sent to the Principal, the Principal is authorized to exercise the option of returning the packaging material "not prepaid" at the cost of the Supplier, or of properly disposing of the materials at the cost of the Supplier.

### 6. Passage of Risk

Risk passes to the Principal after acceptance of the ordered goods or performed services at its indicated or official receiving sites. This also applies in instances where the Principal has paid for transportation costs or transportation insurance. The ownership shall transfer in accordance with the agreed delivery term.

### 7. Amounts / Quality

a) Excess deliveries, undersupplied deliveries, and partial deliveries are not permissible, unless other arrangements have been made.

b) In case of doubt, the actual amount of delivered goods (weight, dimensions, piece numbers) will be determined according to the quantities ascertained at the place of business of the Principal.

c) The service features which have been agreed upon (e.g., specifications defining the order, service descriptions, product descriptions, catalogue information from the Supplier or manufacturer, or advertising information) must be implemented by the Supplier without deviation. The Supplier is responsible for the flawless quality of the delivered goods or the services it has rendered. Most importantly, the Supplier assumes responsibility for guaranteeing that the service rendered corresponds to the latest scientific and technological standards and does not possess any material and/or legal defects. The Supplier ensures that the goods/services fulfil all statutory and technical requirements (e.g., safety laws for technical appliances and products) and applicable industry standards. The Supplier is obligated to observe all pertinent quality norms, especially industrial standards and generally acknowledged regulations for technology, technological safety, and occupational medicine, as well as legal provisions for labour protection, accident prevention, environmental protection, and emission control, as well as other relevant laws, regulations, guidelines, and official bulletins issued by lawmakers, the responsible regulatory authorities, trade associations, and technical monitoring organisations. The personnel of the Supplier performing services hereunder must be fully qualified and competent in relation to the ordered service. Electrical facilities must meet the national technical requirements, such as but not limited to national standards of an authorised institution.

d) The Supplier is obligated to personally and carefully inspect products obtained from third parties, in a manner appropriate to the respective article, to ensure their lack of defects. The Supplier should not enlist the services of any upstream Supplier that is not known to be completely reliable.

e) Extensive accompanying documents in the Finnish language must be delivered free of charge along with the ordered products, especially illustrations and documents from the Supplier and such documents that comprehensively describe the function of the delivered objects, as well as all documents which allow for the proper execution of assembly, use, monitoring, repair, replacement part acquisition, and maintenance for the object of performance, including all information and documents required for obtaining the necessary approval from authorities. Especially with respect to products requiring assembly, the Supplier is obligated to provide clear and flawless assembly instructions. The Principal is authorized to make use of these illustrations and documents within the scope of its utility rights - and also through commissioned third parties - for the production of replacements parts and modifications of the object of

performance. With regard to the delivery of chemicals and similar dangerous materials, the pertinent safety instructions must be provided without explicit request. Supplier is responsible for any and all permits and permissions and other measures that are required in order to package, transport and store such materials. Furthermore, the Supplier must ensure that such materials have been certified in accordance with REACH (Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH), establishing a European Chemicals Agency) standards.

f) The Supplier must ensure the availability of replacement parts and substitute products for its deliveries and services for a period of ten (10) years subsequent to delivery.

### 8. Notification of Defects / Rights Arising from Product Defects

a) The Principal will inspect the delivered products within a reasonable time. The notification of defects for delivered products/rendered services will have been performed in a timely manner, if the notice has been submitted to the Supplier (i) within seven (7) days from the date of receipt of products/services, and (ii) within four (4) weeks from the date of discovery of the defects for hidden defects. The punctual dispatch of the notice is sufficient to meet the deadline. The issuance of a receipt for products after their delivery or any inspection or lack of the same does not imply any waiver of potential claims or rights in relation to the Supplier, and does not release the Supplier from its obligations hereunder. Payments do not represent any acknowledgement of a proper and flawless delivery. Payments always occur with the usual reservation concerning proper and flawless delivery.

b) The Supplier shall remedy any defect in delivered products or performed services within a reasonable time from the notice by the Principal thereof. In particular, the Supplier is obligated to repair the defect or re-deliver the new object of performance at its own expense and risk, according to the choice of the Principal and within a reasonable time. Should the Supplier not fulfil its obligation to remedy the defect, in urgent cases the Principal is authorized to remedy the defect itself or through a third party at the expense of the Supplier and within an appropriate deadline to be set by the Principal.

c) The above remedies are without prejudice to all other legal rights of the Principal to demand price reduction or to terminate the purchase agreement and claim related damages from the Supplier..

d) The Supplier must exempt the Principal from all claims raised by third parties based upon defects/flaws in its deliveries and services. In particular, without prejudice to the legal rights of the Principal, the Supplier is liable to the Principal to the same extent, if the Principal faces litigation on the basis of no-fault liability in accordance with national or international law due to deliveries and services of the Supplier, in which case the Supplier is obligated to release the Principal from related claims raised by third parties within the same context. In the event that the Supplier is liable for damages, it is also obligated to reimburse eventual expenditures incurred by the Principal or its direct/indirect customers due to product recalls. More extensive legal claims remain unaffected.

e) The statute of limitations for claims arising from product or service defects is thirty six (36) months and - even in the case of partial deliveries - starts from the date on which the entire service has been rendered/entire delivery made. Abridgment of the limitation period must be put in writing. This Section 8 e) is subject to Section 8 a).

### 9. Indemnity / Product Liability Insurance

a) The Supplier is liable for any and all damage that the Principal incurs as a result of a breach in respect of Supplier's compliance with its obligations pursuant to the purchase agreement, and/or as a result of any act or omission - including unlawful acts - on the part of Supplier or its personnel or third parties that Supplier engages.

b) The Supplier shall, upon first demand, indemnify and hold the Principal harmless from and against any and all liability or claims of third parties based on the manufacturing, delivery, storage, or use of the delivered products or based on performed services. This indemnity shall not apply if the damage is the result of wilful misconduct or gross negligence on the part of Principal.

c) A restriction or exclusion of liability in favour of Supplier is only permissible in the form of a special written declaration by Principal. The restriction or exclusion will not apply in the event that the damage has been caused by wilful misconduct or gross negligence on the part of Supplier.

b) The Supplier commits itself to obtaining product liability insurance with a minimum coverage limit of EURO 1,5 Million covering damages to persons and property respectively, which also covers damages that occur during deliveries forwarded by the Supplier. The Supplier must prove that it has already obtained such insurance coverage at the request of the Principal. The existence of such insurance coverage does not exclude the direct claims of the Principal against the Supplier.

### 10. Rights of Third Parties

a) The Supplier warrants that any delivered products/ rendered services are free from claims of any third parties, including without limitation reservations of ownership, intellectual property rights or patents.

b) The Supplier assumes responsibility for ensuring that patents, utility models, and other protective rights and rights of authorship will not be violated. To the extent the rights of third parties are involved, the Supplier is obligated to provide the Principal with all necessary information without delay. In addition to this, the Supplier is obligated to release the Principal from all claims arising from such violations of rights in accordance with Section 9 above.

### 11. Offset Rights, Rights of Retention and Assignment Rights

a) The Supplier is only entitled to offset rights and rights of retention when the counterclaims of the Supplier are uncontested by the Principal, or when the legal validity of the counterclaim has already been ascertained. .

b) Subject to subsection (a) of this article, offsetting is also permissible with and against claims made by companies affiliated with the Principal.

c) The Supplier may not assign or outsource the purchase agreement or the rights and obligations arising from these General Terms and Conditions, wholly or in part, to third parties without the prior written consent of the Principal.

### 12. Entrance Control, Visiting the Premises

a) All employees or persons commissioned by the Supplier who enter the premises of the Principal are obligated to observe the company regulations valid for its place of work, especially the Guidelines for External Companies. Employees and commissioned persons are especially obligated to subject themselves to the customary entrance controls, including a body search if reasonable grounds exist. The Supplier is obligated to instruct its employees and commissioned persons accordingly and to obtain their consent to these regulations.

b) Visits to the company premises of the Principal may involve a risk to personal safety and occur at the sole risk of the Supplier or the companies commissioned by the Supplier. The Supplier has the sole responsibility to provide protective measures for the benefit of its own workers and property, or for the benefit of third parties, against the risk of accident or endangerment, including fire prevention. On the company property of the Principal it is obligatory to wear protective gear for personal safety (safety shoes, full-length trousers, and special uniforms under certain conditions). Instructions given by employees of the Principal - especially from security personnel - must be heeded without restraint. The Supplier is obligated to maintain cleanliness and order, and to arrange for the removal of waste and residual materials after the execution of various processing operations. The Supplier is liable for all damages caused by its employees and/or persons commissioned by the Supplier.

### 13. Confidentiality

a) All information, illustrations, drawings, ideas, conceptions, plans, trade secrets and other documents as well as all operational procedures, numerical data, and all other company and operational secrets, including information that has good cause to be kept secret (confidential information) that come to the attention of Supplier in the context of the commissioned work and its performance, must be kept confidential by the Supplier, its subcontractors, and other auxiliary persons. Such materials and information are not to be made accessible to third parties and cannot be used for third parties or any other purpose without written consent of the Principal. This duty of confidentiality does not apply with regard to information in respect of which the Supplier demonstrates that it:

(1) was in its possession in its entirety prior to its disclosure by the Principal, without the Supplier being bound by any duty of confidentiality towards the Principal or a third party in that context; or

(2) was already within public domain at the time of the disclosure by the Principal, other than as a result of any act or omission on the part of the Supplier; or

(3) must be disclosed by the Supplier under the law, any regulation or rule prescribed by the government or a final and binding decision rendered by a court or other government body, in which case the Supplier will notify the Principal in a timely manner so that the scope of the disclosure by the Supplier may be limited, in consultation with the Principal, to whatever is strictly necessary.

b) In addition to this, the Supplier must consider both the order itself and the work procedures resulting from it to be confidential business information, and they must be treated confidentially. The Supplier is obligated to treat all documents placed at its disposal confidentially, to save them in an orderly manner, and especially to ensure that third parties cannot obtain access to them. The documents may only be used for the contractually agreed-upon purpose. Without the consent of the Principal, the Supplier may not use, copy or reproduce these documents, make them available to third parties, or make them public in any other manner. Should the documents no longer be required for the contractual purpose, the documents - as well as all copies and facsimiles made from them - must be returned to the Principal immediately. This requirement also applies when the delivery has not been carried out.

c) Software, which has been developed through programming, configuration or parameterizing techniques by the Supplier or the Principal, must also be treated with strict confidentiality and must be returned to the Principal without delay - including the corresponding data carriers, copies, etc. - after the commissioned work has been completed.

d) The Supplier is obligated to inform its employees and commissioned third parties (as referred to in subsection (a) of this Article 13) about duties of confidentiality, and the Supplier must subject itself and these employees and commissioned third parties contractually to the preceding obligations regarding confidentiality.

e) The Supplier warrants that these employees and third parties will not breach their confidentiality obligations and is without prejudice liable for all damages incurring from a violation of any one of these contractual obligations.

### 14. Authorship Rights/Copyright, Utility Rights, Results of Commissioned Work

a) The Principal remains unconditional owners of the rights to all confidential information that it provides to Supplier within the context of executing this commissioned work. The Principal especially reserves all rights - e.g., property rights and authorship rights - to all information utilised for the construction of special facilities, conceptions, illustrations, plans, or other technical information, irrespective of whether this information has been transmitted orally, in writing or print, or in some other form.

b) The Supplier is authorized to utilise this information exclusively for the fulfilment of the existing contractual obligations. The Supplier is not entitled to more extensive rights or licences. In particular and without prejudice to the legal rights of the Principal, the Supplier is forbidden to utilise the information involved here for its own commercial purposes or other purposes, except within the context of and for the practical purposes defined by the circumstances of the com-

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missioned work. This is also expressly applicable to the results of the commissioned work (results achieved alone or in collaboration with other persons, including eventual rights of industrial property protection for such work results).

- c) Subsequent to the delivery or service, the Principal acquires the right of unrestricted utilisation of the delivered products or service. The contractual parties agree that the Principal is – in both the spatial and temporal sense and without a separate calculation - unconditionally entitled to all rights connected with the created, developed, and manufactured results of the commissioned work.
- d) As a precautionary measure, the Supplier herewith irrevocably transfers to the Principal its rights and claims to all results of the commissioned work, including all rights of industrial property protection and utility rights for works and patents protected by copyright, rights of registration, renewal, and prolongation, including the right of assignment to third parties.

### **15. Rights of Third Parties, Protective Rights**

- a) The Supplier guarantees that no rights of third parties will be violated in connection with its deliveries and services, and that the products - including all of their component parts and replacement parts - are exempt from (above all) ownership reservations, rights of industrial property protection, liens, patent rights, and other encumbrances. This applies to foreign protective rights only to the extent the Supplier was aware of the fact that the products would be delivered within the jurisdiction of that protective right.
- b) Should rights of third parties exist in this context, the Supplier is obligated to redress any violations of third-party rights in order to ensure that the Principal is able to use the delivery without restriction and without litigation by third parties.
- c) With respect to claims of the Principal arising from defective goods and services, the statute of limitations extends for 10 years after delivery.
- d) The Supplier must release the Principal from all obligations arising from the fact that a delivered object or one of its parts is encumbered with third-party rights.

### **16. Subcontractors**

The Supplier may commission subcontractors to fulfil its contractual obligations only after prior written approval has been granted. Intended subcontractors must be reported to the Principal at a reasonable time prior to the conclusion of the contract. Even provided that the consent to the involvement of subcontractors has been given, the Supplier alone remains directly responsible to the Principal.

### **17. Advertising Materials**

The existing business relationship with the Principal may only be referred to in advertising materials and other publications with its express, written consent.

### **18. Termination**

- a) Principal is entitled, at its sole discretion, to suspend the performance of the purchase agreement in whole or in part, or to terminate the agreement in whole or in part by means of a written notice (without any prior legal action being required), without liability, in the event that:

(1) Supplier breaches the obligations pursuant to the purchase agreement and or these General Terms and Conditions, or in the event that Principal is reasonably entitled to assume that Supplier will not comply with its obligations or will not do so properly and in a timely manner ;

(2) Supplier applies for or is granted a moratorium, or in the event that Supplier files a winding-up petition or is declared bankrupt; or -if Supplier is a natural person -in the event Supplier is allowed to participate in a debt management scheme, or is subject to an administration order or is placed under guardianship;

(3) Supplier's business is sold or terminated;

(4) An executory attachment or prejudgment attachment is levied on a significant part of Supplier's operating assets.

- b) Any and all claims that Principal has or acquires in the case referred to in subsection (a) of this Article 18 will be immediately due and payable in full.

### **19. Place of Performance, Legal Venue, Jurisdiction**

- a) The place of performance for all contractual obligations is the respective address for deliveries indicated by the Principal.
- b) Exclusive place of Jurisdiction shall be the City Court of Helsinki. The Principal also reserves the right to initiate court proceedings at the legal venue responsible for the place of business used by the Supplier.
- c) The laws of Finland shall apply to this purchase contract/ order, with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG).

### **20. Final provisions**

- a) The invalidity of a provision in the purchase agreement or these General Terms and Conditions will not affect the validity of the other provisions in that agreement or these General Terms and Conditions. If and insofar a provision is invalid, the Supplier and Principal will hold consultations to replace the invalid provision by a provision that is as close as possible to the object and purpose of that provision.
- b) The Finnish text of these General Terms and Conditions constitutes the authentic text and will prevail in the event of any conflict between the Finnish text and a translation into a foreign language.