

TRACEGROW OY

GENERAL CONDITIONS OF SALE OF THE MANUFACTURER

1 DEFINITIONS

As used in these general terms of delivery ("**General Terms**"), where appropriate, the plural shall include singular and vice versa.

In these General Terms, the following words shall have the following meanings:

1.1 "**Agreement**" shall mean any legally binding agreement regarding delivery of Products, entered into between the Parties either in Writing, or by "offer and acceptance" - procedure in which case the offer submitted by Tracegrow must be accepted without condition.

1.2 "**Force Majeure Event**" shall mean an impediment beyond the control of a Party:

- a) which prevents performance of such Party's obligations under the Agreement or makes it impossible without unreasonable additional costs;
- b) which such Party could not reasonably be expected to have taken into account at the time of the conclusion of the Agreement; and
- c) the consequences of which such Party could not reasonably have avoided or overcome.

A force majeure event shall include, but is not limited to, war, riot, requisition by authorities or seizure for public needs, mobilization, fire, industrial dispute, natural catastrophe, exceptionally bad weather, wind exceeding 30 m/s, shortage of transport, shortage of materials, rejection of specified parts, shortages of utility, terrorist actions, epidemics, defects or delays in deliveries from subcontractors caused by any such circumstances as referred to in this Clause.

A Party is not responsible for the delay caused by a force majeure event. Neither Party is under an obligation to compensate the other Party for losses or costs arising out of a force majeure event. The delivery time shall be extended by as many days as the force majeure event has influenced and in any case at least by the equal number of days as the force majeure event has lasted.

1.3 "**Incoterms**" shall mean the 2020 international rules for the interpretation of trade terms prepared by the International Chamber of Commerce.

1.4 "**Intellectual Property Rights**" shall mean patents, utility models, designs, trademarks, copyrights and related rights as well as any other intellectual property

rights and know-how, including the applications and applications for registration of the same.

1.5 "**Losses**" shall mean all damages, liabilities, costs, expenses, including all legal and other professional fees, cost and expenses, fines, and penalties, excluding, however, loss of use of any part (or all) of the delivery, loss of production, loss of profit or anticipated profit, loss of opportunity, loss of any contract, or for any indirect, incidental or consequential cost, loss or damage suffered by a Party in connection with the Agreement.

1.6 "**Party**" shall mean Tracegrow or the Purchaser, as applicable.

1.7 "**Products**" shall mean the present products manufactured and supplied by Manufacturer at the time of entering to Agreement. For avoidance of doubt, reference to Products shall include Samples, unless otherwise stated.

1.8 "**Tracegrow**" shall mean Tracegrow Oy (business identity code 2462025-5), having its principal place of business at Teollisuustie 21, 86710 Kärämäki, Finland.

1.9 "**Purchaser**" shall mean the person or entity concluding the Agreement on the Products with Tracegrow and, where such person or entity acts as an agent for a third party, the agent and the principal jointly and severally.

1.10 "**Representatives**" shall mean the directors, officers, employees, agents, advisors, contractors and subcontractors of a Party.

1.11 "**Sample**" shall mean any sample of Products delivered by Tracegrow to the Purchaser.

1.12 "**Writing**" shall mean written form, either in terms of a signed document or a document sent by electronic mail which reliably identifies the sender (e.g. by means of an electronic signature) and the receipt of which has been confirmed. The expression "**Written**" shall be construed accordingly. No other means of communication shall be considered to be Written or in Writing.

2 SCOPE AND VARIATION

2.1 These General Terms shall apply to all deliveries of Samples and/or Products made by Tracegrow and shall form an integral part of the respective Agreement. Any other general terms shall not be applicable.

2.2 No variation, modification or waiver of any provision of these General Terms shall be binding unless specifically agreed by the Parties in Writing. By entering into the Agreement, the Purchaser agrees to be bound by the General Terms effective on the date of the Agreement.

3 ORDER OF PRIORITY

- 3.1 In the event of any discrepancy between these General Terms and Agreement, Agreement shall prevail.
- 3.2 The Purchaser shall not include or refer to any terms, conditions or other contractual provisions (with the exception of these General Terms and Agreement) in its order confirmation or other communication. No such inclusion of or reference to any such contractual provisions (with the exception of these General Terms and Agreement) shall be considered valid or binding on the Parties.

4 DELIVERY

- 4.1 Delivery term shall be set forth in the Agreement or otherwise agreed between the Parties in Writing, and it shall be interpreted in accordance with the Incoterms. Unless otherwise agreed in written, the prices and delivery term are EXW Kärsämäki, Finland (Incoterms 2020) with all Tracegrow deliveries.
- 4.2 Delivery times indicated in the Agreement are estimates, unless otherwise indicated in the Agreement. The price of freight quoted by Tracegrow is always an estimate and Tracegrow shall be entitled to charge the freight according to actual costs, added with 5 % handling fee.
- 4.3 If Tracegrow finds that the delay in delivery seems likely, Tracegrow shall forthwith notify the Purchaser thereof. If possible, such notice shall contain the estimate when the delivery can be expected. In the event of delivery of Samples, Tracegrow shall have a right to cancel the delivery by Written announcement.
- 4.4 Should the delay, caused by a reason attributable to Tracegrow, cause harm to the Purchaser, the Purchaser shall be entitled to liquidated damages for delay at the rate of 0,5 % of the purchase price for the delayed part of the delivery for each full week of delay, however, not in any case for more than 5 % of the purchase price of the delivery. Liquidated damages shall be the sole and exclusive remedy available to the Purchaser in the case of delay. All other claims based on delays shall be excluded.
- 4.5 If the Products cannot be delivered in whole or within the agreed delivery schedule for reasons not attributable to Tracegrow, Tracegrow shall be entitled to invoice the whole purchase price of the delivery in accordance with the agreed original delivery schedule. Should the Recipient fail to take delivery at the agreed time, Tracegrow shall be entitled to compensation for the extra costs due to warehousing of the Products and any other expenses incurred.
- 4.6 The products shall conform with Tracegrow's product specification prevailing at the time of the Agreement.

When the delivery concerns samples of Products, tolerance shall be permitted in the delivered quantities.

5 PURCHASE PRICE

- 5.1 The purchase price shall be paid in accordance with the terms of payment set out in the Agreement. Unless otherwise agreed in the Agreement, the purchase price shall be fully paid before delivery of Products.
- 5.2 Purchase price shall be considered paid when the payment has been credited in full to Tracegrow's bank account.
- 5.3 If the Recipient fails to pay within the agreed due date, Tracegrow shall be entitled to late interest from the day on which payment was due until the actual payment at the rate of 10 % p.a. on the delayed amount. In addition, Tracegrow shall be entitled to collect reasonable collection charges from the Purchaser.
- 5.4 Should the Purchaser be in delay of payment of the full purchase price, part of it or any other payment obligation, Tracegrow shall be entitled to refrain from any respective deliveries, until the due payments have been paid in full. Additionally, the date of delivery shall be postponed correspondingly, in which event the Purchaser shall not have any right to present any claims or demands due to postponement.

6 TITLE AND RISK

- 6.1 Title to and risk in the Products shall pass to the Purchaser on completion of delivery in accordance with the agreed Incoterms delivery term.

7 LIMITATION OF LIABILITY

- 7.1 IN NO EVENT SHALL A PARTY BE LIABLE FOR ANY LOSS OF USE OF ANY PART OR ALL OF THE DELIVERY, LOSS OF PRODUCTION, LOSS OF PROFIT OR ANTICIPATED PROFIT, LOSS OF OPPORTUNITY, LOSS OF ANY CONTRACT, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL COST, LOSS OR DAMAGE SUFFERED BY A PARTY IN CONNECTION WITH THE AGREEMENT.
- 7.2 NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT, THE MAXIMUM AGGREGATE LIABILITY OF TRACEGROW TO THE PURCHASER FOR COSTS, LOSS, LIABILITY OR DAMAGE, ARISING OUT OF THE PERFORMANCE OR NON/PERFORMANCE OF THE AGREEMENT FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO NEGLIGENCE ON THE PART OF TRACEGROW SHALL NOT EXCEED THE 20% OF THE PURCHASE PRICE OF THE RESPECTIVE DELIVERY.

THE REMEDIES OF THE PURCHASER SHALL BE LIMITED TO THOSE EXPRESSLY DEFINED IN THE AGREEMENT, AND SUCH REMEDIES SHALL BE IN LIEU OF ALL OTHERS, WHETHER UNDER CONTRACT, AT LAW OR OTHERWISE.

- 7.3 WHEN THE DELIVERY CONCERNS SAMPLES OF PRODUCTS, ANY TYPOGRAPHICAL, CLERICAL OR OTHER ERROR OR OMISSION IN ANY PRODUCT DESCRIPTION OR OTHER INFORMATION ISSUED BY TRACEGROW SHALL BE SUBJECT TO CORRECTION WITHOUT ANY OTHER LIABILITY ON THE PART OF TRACEGROW.

8 FORCE MAJEURE

- 8.1 Neither Party shall be deemed to be in breach of the Agreement as a result of, or be liable to the other for, any failure, omission or delay in its performance in whole OR in part of any of its obligations under the Agreement to the extent such failure, omission or delay results from a Force Majeure Event.
- 8.2 Prompt Written notice of any Force Majeure Event shall be given by the Party affected by the Force Majeure Event.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 All Intellectual Property Rights in or relating to the Products shall always remain the property of Tracegrow.

10 GOVERNING LAW

- 10.1 These General Terms and the Agreement shall be construed in accordance with and governed by the laws of Finland, excluding the application of its conflict-of-law rules.

11 DISPUTE RESOLUTION

- 11.1 Any dispute, controversy or claim arising out of or relating to these General Terms or the Agreement, or the breach, termination or validity thereof, shall be finally settled in arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce.
- 11.2 The number of arbitrators shall be one (1). The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English.

12 MISCELLANEOUS

- 12.1 Any notice or other communication given by a Party under the Agreement shall be in Writing and be sent to the other Party at the latter's registered office or principal

place of business, or such other address as may have been notified pursuant to this provision to the Party giving the notice.

- 12.2 The Purchaser agrees to comply with all applicable laws and regulations, including but not limited to those concerning environment, occupational health and safety, and import control. The Purchaser shall also act responsibly in respect of all environmental issues and shall carry and act according to the approved quality systems.

- 12.3 The Purchaser shall obtain all permits and approvals needed for its intended use of the Products and Samples. The Purchaser shall with all reasonable means actively search for information of the required permits and approvals in the country in question, and always keep Tracegrow informed of such information received. In the event that due to e.g. import control regulations certain actions would be needed to take by Tracegrow, the Purchaser shall duly inform Tracegrow of any such obligations. Should Tracegrow consider (upon its sole discretion) such obligations too cost-demanding or otherwise not reasonable to perform, Tracegrow shall be entitled to cancel the Agreement without liability to compensate any losses due to termination of the Agreement.

- 12.4 The Recipient shall monitor that the requirements set out in Sections 12.2 and 12.3 are adhered to also by its Representatives.

- 12.5 If any part of these General Terms or the Agreement is held by a competent authority to be invalid or unenforceable, such determination shall not invalidate any other provision of these General Terms or the Agreement. The Parties shall attempt, through negotiations in good faith, to replace any part of these General Terms or the Agreement so held to be invalid or unenforceable, but the failure of the Parties to reach an agreement on a replacement provision shall not affect the validity of the remaining provisions of these General Terms or the Agreement.

- 12.6 These General Terms shall supersede any earlier General terms, agreements and understandings between the Parties concerning the subject matter hereof.

DECEMBER 12, 2022