

## SERVICE PURCHASE CONDITIONS SPC 2025

### 1 APPLICABILITY

These Service Purchase Conditions SPC 2025 ("**SPC 2025**") shall apply to purchases by legal entities and business units of Valmet Group where only services and no goods are purchased. In case and to the extent of conflicts between the body of Purchase Contract (such as a signed Purchase Contract or Purchaser's purchase order) and this SPC 2025, such body of Purchase Contract shall prevail. In case of several appendices to Purchase Contract, other appendices shall prevail over this SPC 2025.

### 2 CERTAIN DEFINITIONS

**"Customer"** means either the final end-user or the buyer of Purchaser's equipment, systems, services or work.

**"Delivery"** means provision of Services, as whole or a part thereof.

**"Party"** means either Purchaser or Supplier, who are jointly referred to us the **"Parties"**.

**"Penalty"** or **"liquidated damages"** means Parties' genuine pre-estimate about actual damages that may incur in case of Supplier's delay of Delivery. These terms are used interchangeably herein.

**"Purchaser"** means the Valmet Group entity, which purchases Services under Purchase Contract, and any other Valmet Group entity or their nominated supply chain partner, who purchases Services from Supplier.

**"Purchase Contract"** means either (i) a long-form contract, signed or otherwise accepted by Parties, (ii) Purchaser's purchase order, or (iii) Supplier's sales offer as accepted by Purchaser in its purchase order, each of (i)-(iii) with appendices thereto. This SPC 2025 forms always an integral part of Purchase Contract.

**"Services"** means such consultancy, legal, financial, audit, human resource, IT, marketing, training, testing, process optimization, and other services that shall be provided under Purchase Contract by or on behalf of Supplier.

**"Subcontractor"** means any Supplier's supply chain partner participating in Delivery (whether or not it has a direct subcontracting agreement with Supplier). Supplier shall be responsible for the acts and omissions of its Subcontractors as they were its own acts and omissions.

**"Supplier"** means the Supplier Group entity from whom Purchaser purchases Services.

**"Valmet Group"** means Valmet Oyj and companies controlled by it directly or indirectly (where "control" means the direct or indirect ownership of more than 50% of all issued and outstanding shares of such company, or the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such company through ownership of voting securities, by contract or otherwise).

### 3 SALES AND PROCUREMENT MATERIALS

Any information or data contained in any commercial sales or procurement presentation materials shall become binding only if and to the extent that such materials are expressly agreed to be a part of Purchase Contract in writing between Parties.

### 4 COMPLIANCE, HSE, SANCTIONS AND EXPORT CONTROL

4.1 Such standards, quality, health, safety, environmental and other requirements and instructions, which are described

or referred to in Purchase Contract shall be applicable to Delivery.

4.2 If Purchase Contract fails to specify applicable standards, quality, health, safety, environmental or other requirements or instructions, then the industry standards, requirements, codes of professional conduct, and instructions reasonably required by Purchaser shall apply.

4.3 Applicable laws and regulations, and other requirements of authorities and authorized bodies, including without limitation applicable anti-corruption, anti-bribery and anti-money laundering laws, shall always be complied with by the Parties. Supplier confirms its awareness of Valmet Health, Safety and Environmental ("**HSE**") requirements (such as with respect to personal protective equipment and other minimum safety standards) as available on Valmet website or submitted by Purchaser. Supplier agrees to comply with such requirements (as amended from time to time) with respect to Services and Supplier's performance under Purchase Contract.

4.4 Supplier confirms its awareness of and undertakes to comply with Valmet Supplier Code of Conduct as available on Valmet's website or submitted by Purchaser. Supplier confirms that its own operations shall not be in conflict with these principles. Supplier shall be responsible that its Subcontractors are aware of and complies with Valmet Supplier Code of Conduct.

4.5 Supplier confirms its awareness of Valmet Code of Conduct as available on Valmet's website or submitted by Purchaser and states that no relevant conflicts between this and Supplier's own principles exist. Valmet is committed to supporting and promoting universal principles such as UN Global Compact and Sustainable Development Goals, UN Universal Declaration of Human Rights, UN Guiding Principles on Business and Human Rights, ILO Declaration on Fundamental Principles and Rights at Work and OECD's Guidelines for Multinational Enterprises. Supplier confirms that its business practices are not in contradiction with such principles as adopted by national laws and according to high-level local practices. Supplier shall refrain in all circumstances from the use of child or forced labor. Supplier shall undertake to follow ethical business practices and in so doing to refrain from the use of bribery. Supplier shall ensure that its Subcontractors are aware of above requirements and have committed to comply with them.

4.6 Supplier shall ensure reporting of HSE events, nonconformities (NC's) and continuous improvement events using Valmet's external reporting portal available on Valmet website.

4.7 Parties shall comply with (i) all applicable trade, economic or financial sanctions laws, regulations or embargoes imposed, administered or enforced from time to time by governmental authorities of the EU, the US, the UK, the UN and/or any other applicable authorities in a jurisdiction of relevance to the Delivery (together "**Sanctions**"), and (ii) all applicable export control laws and regulations, including but not limited to the EU Dual-Use Regulation, the U.S. Export Administration Regulations (EAR) in force from time to time.

4.8 Supplier warrants that (i) neither the Supplier nor any of its affiliates nor, to the best of its knowledge, any of its or their respective directors or officers is subject of Sanctions, (ii) the Delivery can be provided in accordance with Purchase Contract without breaching any Sanctions, and (iii) that any part of Delivery does neither directly nor indirectly originate from Russian Federation, Republic of Belarus, Crimea area, Iran, North Korea or any other country, territory, natural or

legal person that is subject to any Sanctions prohibiting provision of Delivery.

4.9 Supplier shall obtain all required export licenses necessary to perform the Supplier's obligations under Purchase Contract, as applicable. Supplier shall provide the Purchaser the export control classification numbers (ECCN) for the Delivery, and upon Purchaser's request, additional foreign trade data (including but not limited to commodity code, non-preferential origin and preferential country of origin).

4.10 . In case of Supplier's breach or other failure to comply with this Clause 4, Purchaser shall have the right, at its sole discretion, immediately to suspend the relevant Delivery and to terminate Purchase Contract by a written notification with immediate effects without any liability whatsoever as further specified in Clause 18. Purchaser may carry out audits to verify compliance status of Supplier with respect to this Clause 4.

## 5 SUBCONTRACTORS AND PERSONNEL

5.1 Supplier shall at the request of Purchaser provide information on its Subcontractors. Supplier shall be responsible for the acts and omissions of its Subcontractors as those were its own acts and omissions and shall ensure that the terms and conditions used with its Subcontractors shall be in all material respects consistent with this SPC 2025. Purchaser is entitled, at any time, to reject or request change of a Subcontractor for a justified reason.

5.2 Supplier shall assign personnel of appropriate qualification and experience to perform its obligations under the Purchase Contract. Supplier agrees to use all reasonable efforts to avoid any changes regarding the key persons. If a key person ceases to be available to perform Supplier's obligations under the Purchase Contract, Supplier shall promptly notify Purchaser thereof and replace such individual with another person of at least equal competence, and Purchaser reserves the right to reject recruitment of any key personnel of Supplier for a justified reason.

## 6 DOCUMENTATION, INTELLECTUAL PROPERTY RIGHTS, CONFIDENTIALITY AND NO REFRENCING

6.1 Scope of Delivery shall include, and Supplier shall without additional cost deliver to Purchaser any documentation specified in Purchase Contract or reasonably requested by Purchaser, including also manuals.

6.2 Unless otherwise provided herein, Purchase Contract does not affect the ownership or other rights to Parties' existing or background intellectual property rights or related know-how, documentation, materials, software, or information. Regarding data ownership, the following shall apply as applicable. All intellectual property rights to both unprocessed raw data and enriched process and device data under the Purchase Contract shall remain exclusive property of Purchaser or Customer, as the case may be.

6.3 If there are inventions, discoveries, concepts, ideas, amendments, developments, results, know-how, or other intellectual property rights, or copyrights developed, reduced to practice or otherwise created or provided in the performance of Purchase Contract by or on behalf of either Party (the "**Developments**"), then Clauses 6.4 and 6.5 will apply.

6.4 If Services are of Supplier's own design and offering or are invented and developed by Supplier (and are not based on Purchaser's own technology, copyrights or Purchaser's confidential information), then such Developments shall remain with or belong to Supplier. In these cases, Supplier hereby grants Purchaser, its Customers and its other business partners, non-exclusive, irrevocable, world-wide and royalty-free license to use, sell and sublicense Services and related goods and deliverables (including also any copyrights and other intellectual property rights included

therein) and Developments included therein, to the extent necessary to enable Purchaser, its Customers and its other business partners to use Services and to use, operate, repair, maintain and service goods and deliverables in question.

6.5 If Services are of Purchaser's own design and offering or are otherwise based on Purchaser's own technology, copyrights or its own confidential information, then such Developments shall remain with or belong to Purchaser. In these cases, Purchaser grants Supplier and its Subcontractors, non-exclusive, non-transferable, revocable, royalty-free, and limited license to provide Services (including also any copyrights and other intellectual property rights included therein) and Developments included therein, however only to the extent necessary for the purposes of Purchase Contract. This license will automatically expire when Purchase Contract terminates or expires.

6.6 Supplier shall keep strictly confidential and not reproduce or otherwise use or deal with Purchaser's intellectual property rights, copyrights, trade secrets, otherwise proprietary technology, or otherwise confidential information, or allow any other person to do the same, for any purpose other than to deliver Services or otherwise perform Supplier's obligations under Purchase Contract and always on a need-to-know basis. Reverse engineering is prohibited. Upon Purchaser's request, separate confidentiality and data security agreement(s) shall be made (if e.g. access to Purchaser's information system is granted).

6.7 Supplier shall not use the Purchase Contract, Delivery, or Purchaser's name, tradename, trademarks, logo, brands or images for reference or other marketing purposes without Purchaser's prior written consent.

## 7 DELIVERY TIME(S)

7.1 Delivery time(s) are described in Purchase Contract.

7.2 Specific delivery times are material promises, which Supplier shall strictly comply with.

7.3 If during the delivery period it becomes, or should become, apparent to Supplier that the delivery of Services will not occur within the delivery time(s), Supplier shall notify Purchaser promptly in writing of the foreseeable delay of Delivery regardless of the cause of such delay. Supplier shall specify the cause of the delay and estimated new delivery time(s). Supplier shall, according to Clause 9.4, prepare an action plan (which shall be submitted for approval by Purchaser), to minimize the delay and its impacts. Supplier shall regularly update such plan.

7.4 Supplier is not entitled to deliver Services prior to the delivery time(s) described in Purchase Contract without Purchaser's prior written consent.

## 8 DELIVERY, COMPLETION AND ACCEPTANCE OF DELIVERY AND SUSPENSION

8.1 The delivery and completion of Services shall take place upon relevant acceptance by Purchaser.

8.2 If any shortage, non-compliance or defect in Services is discovered before the Delivery is fully completed and accepted, Supplier shall without delay remedy the same at Supplier's own risk and cost. Should Supplier fail to remedy the same within reasonable time given by Purchaser, Purchaser shall be entitled to remedy the same at the cost of Supplier or, if the shortage, non-compliance or defect is material, to terminate (or cancel) Purchase Contract entirely or partly due to Supplier's breach of contract.

8.3 Purchaser shall accept Delivery or a part thereof after Supplier has completed all the required performance and other obligations under Purchase Contract for meeting the

subject milestone. Purchaser may issue an acceptance or takeover certificate or other confirmation.

8.4 Supplier shall have an obligation to suspend its performance for a period of up to 180 days upon a notice from Purchaser. Purchaser shall give reasoning for suspension. Supplier shall take all reasonable steps to minimize costs during suspension and shall comply with Purchaser's instructions. An equitable adjustment shall be made to the delivery time(s) and contractual Clauses which have been affected by suspension. Prices shall remain unaffected during suspension. Supplier shall have an obligation to recommence performance as instructed by Purchaser.

## **9 DELAY OF DELIVERY**

9.1 Should a delivery of Services, or part of them, be delayed due to any cause other than (i) Force Majeure or (ii) circumstances attributable to Purchaser, Supplier shall pay Purchaser a delay penalty (or liquidated damages) amounting to 2% of the contract price for each commencing week of delay, however, not exceeding 15% of the contract price.

9.2 The delay penalty (or liquidated damages) under Clause 9.1 is the only remedy for delay except that (i) Supplier shall be responsible for the damages in excess of them if damages are attributable to negligence or willful misconduct of Supplier and (ii) Purchaser shall have the right to terminate (or cancel) Purchase Contract in accordance with Clause 18.

9.3 Any amount of delay penalty (or liquidated damages) shall become due on demand. Purchaser shall be entitled to deduct any such amount from any Supplier's unpaid invoice or set off any such amount against any Supplier's invoice.

9.4 In case of actual or anticipated delivery delay described in Clause 9.1, Supplier shall, at its own risk and cost, move to necessary overtime and shift work, arrange expedited delivery means and to undertake other necessary actions in order to meet the agreed delivery time(s) or minimize the adverse impact of delay. Supplier shall keep Purchaser properly informed in these respects.

## **10 CONTRACT PRICE AND TERMS OF PAYMENT**

10.1 Purchaser shall pay the contract price specified in Purchase Contract against Supplier's invoice(s). Unless otherwise agreed in Purchase Contract, the contract price specified in Purchase Contract shall be total and fixed lump sum price, excluding any value-added taxes (VAT) or any other similar sales or use taxes. Any additional compensation must be specified in Purchase Contract or separately agreed in writing by Parties.

10.2 Purchaser shall pay the invoice within 60 days from the receipt of the invoice, subject to that invoicing is according to Purchaser's instructions and justified under Purchase Contract. Payment term will not start before the delivery or other agreed milestone. Supplier shall use e-invoicing according to Purchaser's instructions.

10.3 In the event of any dispute between Parties relating to Delivery or Supplier's performance, Purchaser shall have the right to withhold the relevant portion of Supplier's invoice.

10.4 If payment becomes overdue for more than 7 days, except because of Supplier or Force Majeure, Purchaser shall pay to Supplier as late payment interest the lower of (i) 12 months' Euribor plus 4% p.a. or (ii) late payment interest rate under the applicable law.

## **11 MODIFICATIONS AND ADDITIONAL WORKS (ADDITIONS, REDUCTIONS, OR OTHER CHANGES)**

11.1 Supplier shall not, without a written consent of Purchaser, be entitled to make additions, reductions or other changes to Delivery, such as to the volumes, specifications or otherwise. Supplier shall promptly contact Purchaser if

Supplier discovers a need for or otherwise considers any kind of changes.

11.2 Purchaser shall have the right until acceptance of Delivery to instruct Supplier to implement necessary changes to Services and to perform additional works. If Supplier believes such change or additional works has a cost and time impact Supplier shall within 10 days from receipt of the instruction present a claim for extension of time and additional costs. Failure to present such claim within the said period means that Supplier has lost its right to claim such extension of time and additional costs. However, Supplier shall always at its own cost and risk make such minor changes with minor cost impact, which are requested by Purchaser if this does not affect delivery times or warranty/guarantee obligations of Supplier. In case of urgency Supplier shall have an obligation to proceed immediately as instructed by Purchaser and Parties will enter into a written agreement later.

## **12 WARRANTIES (GUARANTEES)**

Supplier warrants that Services comply with Purchase Contract and applicable laws and will be carried out professionally according to high industry standards and requirements, and that Services are free from defects when delivered and during the warranty period.

## **13 WARRANTY PERIOD (GUARANTEE PERIOD)**

13.1 Warranty period shall be 12 months from the acceptance of Services.

13.2 If a defect in Services is to be remedied by Supplier in accordance with Purchase Contract, then a new warranty period equal to original one will apply, provided, however, that the warranty period shall not be longer than 24 months from the acceptance of Services.

## **14 NOTIFICATION OF DEFECTS AND REMEDIES**

14.1 If a defect in Services occurs within the warranty period, Purchaser shall within 3 months from the end of the warranty period notify Supplier about such defect ("**Notice of Defect**"). In its Notice of Defect Purchaser shall set a reasonable deadline for Supplier to complete remedies of the defect.

14.2 Supplier shall, without delay, rework or cure defective Services. Supplier is responsible that any rework or other cure is performed professionally with high quality, adequate skill and expertise according to high industry standards and requirements and in accordance with instructions given by Purchaser and shall keep Purchaser well informed.

14.3 Supplier shall remedy all defects at its own cost and risk, without any additional cost to Purchaser.

14.4 If Supplier fails to remedy any defect in Services properly and without delay, Purchaser shall be entitled, after notifying Supplier, to remedy such defect at the cost of Supplier. In case of minor defects or urgencies, Purchaser shall have the right to take remedial actions forthwith at the cost of Supplier.

14.5 If a defect has not been successfully remedied as per Clauses 14.2-14.4, Purchaser is entitled to a price reduction, which shall be equal to the lost value to Purchaser, by accepting the Services in their defective condition. If the defect is material, Purchaser shall instead be entitled to terminate (or cancel) Purchase Contract entirely or partly according to Clause 18.

## **15 LIABILITY AND INDEMNITY**

15.1 Supplier shall be liable to Purchaser for any costs, expenses, damages and/or losses, which are attributable to breach of contract, willful acts or negligence by Supplier.

15.2 Neither Party shall be liable to the other for loss of production, loss of profit, lost business opportunity or for any



indirect or consequential damages or losses. The limitations in this Clause shall not be applied to such damages or losses that result from (i) willful act or gross negligence of a Party, (ii) breach of confidentiality obligations, (iii) Supplier's obligations under Clause 20 herein, or (iv) statutory liability of the Parties under mandatory laws.

15.3 For the avoidance of doubt, Clause 15.215.1 does not apply to such sanctions, remedies or other consequences which have been expressly specified in Purchase Contract, such as (i) late delivery penalties (or liquidated damages), (ii) product liability under Clause 15.4, or (iii) specified remedies for infringement of intellectual property rights under Clause 16. Such sanctions, remedies and consequences will apply according to express Clauses of Purchase Contract and mandatory laws applicable to them.

15.4 Supplier shall be liable for accidents and resulting third-party property damages and personal injuries and fatalities if caused by any defects or hazards in Services or by Supplier's acts or omissions in accordance with applicable product liability laws and regulations. Supplier shall indemnify, defend and hold Purchaser and Customer(s) (including also their directors, officers, employees, affiliated entities, insurers and agents) harmless in these respects.

15.5 Supplier shall obtain and maintain sufficient insurance protection with reputable insurance companies to cover Supplier's relevant risks under Purchase Contract, as applicable such as business travel, professional indemnity, general and product liability insurances. Insurances will have no impact on Supplier's liabilities under Purchase Contract. Upon Purchaser's request, Supplier shall submit insurance certificates to Purchaser.

15.6 Supplier shall indemnify, defend and hold Purchaser (including also its directors, officers, employees, affiliated entities, insurers and agents) harmless from all losses, damages, legal fees, costs, expenses and liabilities arising out of Supplier's breach of Clause 4.

## **16 INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS**

Unless the scope of Services is based on Purchaser's specifications or other technology or on Purchaser's own intellectual property rights:

16.1 Supplier bears the responsibility for ensuring that Services shall not infringe any intellectual property rights of any third party (including, without limitation, any patents, trademarks, industrial designs, utility models, copyrights, database rights, license rights or trade secrets). If any claims based on alleged infringement of intellectual property rights are made by a third party against Purchaser (or against other Valmet Group entities or their Customers) in relation to Services, Supplier shall indemnify, defend and hold Purchaser (and other Valmet Group entities and their Customers) harmless against such claims, as well as any resulting damages, losses, costs and expenses. Purchaser shall notify Supplier about such claims without delay and shall reasonably assist Supplier in defending the claims.

16.2 Should Services be found to infringe any intellectual property rights of a third party, Supplier shall, without cost to Purchaser (and to other Valmet Group entities and their Customers) and after consultation with Purchaser, either to replace or modify subject Services to make them non-infringing or to obtain and maintain such license and rights from a third party as are required for the unrestricted and continuous use of subject Services.

## **17 FORCE MAJEURE**

17.1 Neither Party shall be responsible to the other for any delays or failures to fulfill any obligations under Purchase

Contract or for any expenses, costs, losses or damages if and to the extent caused by Force Majeure.

17.2 Force Majeure shall be constituted by any events, occurrences or circumstances arising after the entering into force of Purchase Contract, which was not in the knowledge of Parties when entering into Purchase Contract and which is beyond reasonable control of the respective Party and which impedes or creates unreasonable hardship for the implementation of Purchase Contract. Parties agree that epidemics and pandemics, such as Covid-19 outbreak, may be Force Majeure, depending on the actual situation.

17.3 In order to effectively invoke Force Majeure, a Party shall notify without delay the other Party in writing of the commencement of Force Majeure. Same applies with the cessation of Force Majeure. Parties shall mitigate the impact of Force Majeure by available reasonable means.

## **18 TERMINATION OR CANCELLATION**

18.1 Either Party shall be entitled to terminate (or cancel) Purchase Contract or part of it forthwith if the other Party is declared bankrupt, files for bankruptcy or other insolvency, enters into liquidation, or enters into an agreement with its creditors. Either Party shall be entitled to terminate (or cancel) Purchase Contract or part of it if other Party is in material breach of Purchase Contract and fails to remedy such breach within 30 days from written notice by injured Party to do so.

18.2 Either Party shall be entitled to terminate (or cancel) Purchase Contract or part of it if Force Majeure delays the implementation of Purchase Contract for more than 2 months.

18.3 Purchaser shall be entitled to terminate (or cancel) Purchase Contract or part of it if maximum amount of delay penalties (or liquidated damages) under Clause 9 would become payable, or if there is material defect in Services as specified in Clause 14.5, or as specified in Clause 4.10. In such case Purchaser shall have the right, but not an obligation, to pay compensation for, take over and become owner of the parts of Services which are completed.

18.4 Purchaser shall be entitled to terminate all or any part of Purchase Contract in writing without cause, at its convenience. Upon such notice from Purchaser, Supplier shall stop applicable work and cause its Subcontractors to stop such work. Upon such termination without cause, an equitable settlement of accounts shall take place between Parties.

18.5 If a delay of Delivery due to Supplier has taken place or is likely to occur, Purchaser shall instead of termination (or cancellation) have the right to intervene directly or indirectly at the cost of Supplier in order to complete subject Delivery on time or with minimum additional delay. Supplier shall bear any actual reasonable costs incurred by Purchaser in relation to such intervention.

## **19 APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

19.1 Purchase Contract shall be governed by, construed and interpreted in accordance with the laws of Finland. Finnish laws' choice of law provisions shall not apply.

19.2 Any dispute, controversy or claim arising out of or relating to Purchase Contract (or this SPC 2025), or the breach, termination or validity thereof, shall in the first place be settled by Parties in common negotiations. If Parties are not able to find an amicable solution within 3 months from the first written request, then the dispute, controversy or claim, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce.

19.3 Parties shall jointly appoint 1 arbitrator. Upon Purchaser's request, the number of arbitrators shall be 3. The seat of

arbitration shall be Helsinki, Finland. The language of the arbitration shall be English.

## **20 PERSONAL DATA PROTECTION, PRIVACY, INFORMATION AND CYBER SECURITY**

20.1 Supplier commits to comply with the applicable laws and regulations, including without limitation EU General Data Protection Regulation (EU) 2016/679 (“**GDPR**”), as amended from time to time, in relation to privacy and personal data protection.

20.2 The Parties shall agree their data processing roles in relation to the Purchase Contract(s) and shall specify the following matters: (i) subject matter and duration of processing, including also archiving of the records for a limited time-period, (ii) nature and purpose of the processing, (iii) type(s) of personal data, and (iv) categories of data subjects.

20.3 As applicable, the Parties shall comply with the obligations established for the data processor under the GDPR if Supplier processes personal data on Purchaser’s (data controller’s) behalf and therefore is a data processor. In these cases, the Supplier as data processor shall:

- (a) process personal data only on documented instructions from Purchaser;
- (b) ensure that persons authorized to process personal data are subject to appropriate confidentiality obligations;
- (c) take all required security measures in processing;
- (d) comply with requirements for engaging another processor: The processor can engage another processor, “subprocessor”, by its own initiative. However, the processor shall inform the controller of any intended changes concerning the addition or replacement of other processors, thereby giving the controller the opportunity to object to such changes. The processor will also inform the controller of the identity of the subprocessors used when the engagement starts. The same data protection obligations as set out for the processor shall be imposed on subprocessors. Where a subprocessor fails to fulfil its data protection obligations, the initial processor shall remain fully liable to the controller for the performance of subprocessor’s obligations;
- (e) assist the controller to respond to requests for exercising the data subjects’ rights;
- (f) assist the controller in relation to data security, data breaches, data protection impact assessments and prior consultation with the supervisory authority. In case of a data breach, Supplier shall notify Purchaser as set out in GDPR Article 33(2);
- (g) delete or return, at the choice of controller, the personal data after the expiry of Purchase Contract (unless the law requires further storage); and
- (h) make necessary information available to demonstrate compliance with above obligations and allow for and contribute to audits and inspections in these respects.

20.4 The processor may transfer personal data outside of the EEA only if there is a written consent by the controller and a proper legal basis for the transfer is in place, for example Standard Contractual Clauses (SCC) by the European Commission with any additional mechanisms required to ensure adequate protection of personal data. In any case, the processor will provide a copy of the used transfer mechanism to the controller. Supplier shall attach an up-to-date list of other processors it engages for processing personal data to any Purchase Contract between Valmet and Supplier. Similarly, there should also be an appendix concerning technical and organizational measures for protecting personal data.

20.5 Supplier is responsible, at its own cost, to comply with all relevant information and cyber security requirements which are applicable to Goods and/or Services, including

without limitation good industry practices, Purchaser’s written requirements (such as Valmet’s General Information Security Requirements) informed to Supplier and the requirements included in EU NIS2 Directive 2022/2555, as amended from time to time, and ISO/IEC 27001:2022, ISO/IEC 27002:2022, ISO/IEC 27701:2019 and ISO/IEC 27036-2 standards. Such requirements shall apply to all relevant assets (information, technology, people, and facilities) throughout Supplier’s supply chain. Supplier shall implement adequate administrative, technical and physical security controls to manage cybersecurity risks and, in particular, to prevent (i) loss of data and improper access to Purchaser’s information and communications technology (ICT) environment, and (ii) introduction of viruses, worms, spyware or similar malware to Purchaser’s ICT environment. Supplier shall, promptly becoming aware, inform Purchaser of any security threats, breaches, incidents or deviations from above requirements. Upon Purchaser’s request Supplier shall carry out a security self-assessment.

## **21 SUPPLIER CLAIMS**

21.1 In any case where under Purchase Contract there are circumstances which Supplier considers entitle it to claim extension of time for delivery and/or compensation for additional costs, Supplier shall within 10 days from the date when the circumstance occurred inform Purchaser in writing about its intention to make such claim.

21.2 As soon as reasonably practical, however no later than 30 days after the notice under Clause 21.1, Supplier shall present the full details of the claim. Supplier shall update such details regularly (bi-weekly unless otherwise requested by Purchaser).

21.3 If Supplier fails to provide the notice under Clause 21.1 and/or fails to comply with the obligations set out in Clause 21.2, this means that Supplier has lost its rights to extension of the time for delivery and/or compensation for additional costs.

## **22 GENERAL PROVISIONS**

22.1 All property of Purchaser and other things supplied, paid for, or agreed to be paid for, by Purchaser shall be and remain the sole property of Purchaser and shall not be used for any unauthorized purpose.

22.2 Supplier shall not tamper with or remove any plates, labels or other safety signs in relation to Services or Purchaser’s or Customer’s property.

22.3 Neither Party shall without written consent of other Party be entitled to assign or transfer Purchase Contract or any right or obligation thereunder to any unauthorized third party. However, Purchaser shall have the right to transfer Purchase Contract to another Valmet Group entity by informing Supplier.

22.4 Any amendment of or addition to Purchase Contract (including any appendix thereof) shall not be binding unless made in writing by both Parties. Emails and electronic messages, as well as digital signing and exchange of pdf images of signed documents as allowed by applicable laws, are deemed written.

22.5 Parties’ behavior alone shall not change the content of Purchase Contract. No single or partial exercise or waiver of any right or remedy will preclude any other or further exercise or waiver of any right or remedy.