

These General Terms and Conditions – Purchase – (“**GTC**”) shall apply to the purchase of products, including but not limited to any kind of equipment, hardware and software, goods and services (“**Goods**”) by TOYOTA GAZOO Racing World Rally Team Oy and all its group companies (“**TGR-WRT**”) from suppliers (“**Business Partner**”). TGR-WRT and Business Partner are hereinafter individually referred to as a “**Party**” and jointly as the “**Parties**”.

1. GENERAL PROVISIONS

- 1.1 All TGR-WRT’s purchases of Goods are subject to these GTC even if the Business Partner provides TGR-WRT with its own terms and conditions of purchase or refers to them in the offer or otherwise, without TGR-WRT having to expressly object to the application of the Business Partner’s terms.
- 1.2 No exclusivity or similar rights of any kind are granted to the Business Partner. TGR-WRT is entitled to purchase Goods from other suppliers at its free discretion.

2. ENTRY INTO FORCE

TGR-WRT agrees to be bound by orders given by TGR-WRT via e-mail or with duly signed agreements only. The agreement between the Parties shall be deemed to have been entered into when (i) the Parties have duly signed an agreement on the purchase of Goods and these GTC; (ii) the Business Partner has accepted TGR-WRT’s order including these GTC; or (iii) the Business Partner has not rejected TGR-WRT’s order within five (5) workdays of the date of the purchase order made by TGR-WRT after which the order is deemed confirmed without changes as of its date. (Hereinafter any of (i) – (iii) above is referred to as the “**Purchase Agreement**”). These GTC are an essential part of the Purchase Agreement.

3. BUSINESS PARTNER’S ASSURANCES

The Business Partner guarantees that the delivered Goods: (i) are in accordance with the valid safety, health and environmental requirements and all other applicable requirements for the use of the Goods, no matter whether these requirements are based on applicable laws, statutes, decrees, regulations, international treaties, EU regulations and directives, decisions or instructions by competent courts or authorities in all relevant jurisdictions, mandatory standards, and commercial practice (as amended from time to time) (“**Applicable Law**”) or instructions or specifications given by TGR-WRT; (ii) is of the quality and in all respects in accordance with the Purchase Agreement; and (iii) are suitable for its intended use as set out in the Purchase Agreement or otherwise known to the Business Partner. Otherwise, the Goods shall fit for the purpose for which similar objects of purchase are ordinarily used.

4. PAYMENT

- 4.1 Any payment to be made by TGR-WRT shall not be due before the Business Partner has properly performed all its obligations under the Purchase Agreement and has furnished TGR-WRT with a commercial invoice: (i) unless otherwise agreed, with a payment term of thirty (30) calendar days after the receipt of the invoice; and (ii) specifying TGR-WRT’s order number and the details of delivery.
- 4.2 Interest on overdue payments shall accrue in accordance with the Finnish Interest Act. TGR-WRT shall have the right to reserve payment due to an error until the Business Partner has performed all its related duties fully and without error.
- 4.3 Unless otherwise agreed, the prices are expressed in euros and exclude Value Added Tax but include all other taxes and fees. The Business Partner is independently responsible for the payment of its taxes and other public payments, including those related to its employees. TGR-WRT is not obligated to accept separate packaging, delivery, shipping, invoicing, or small delivery fees or daily allowances, travel expenses, or any other expenses related to the Purchase Agreement or the Goods.

5. DELIVERY AND SUBCONTRACTORS

- 5.1 Delivery is at the expense and at the risk of the Business Partner. Unless otherwise agreed by the Parties, the delivery term is DDP, TGR-WRT’s delivery address (Incoterms 2020).
- 5.2 The Business Partner guarantees that packaging and transport of the Goods will be carried out with every precaution to preserve the Goods from any damage, maintaining their complete integrity and functionality, and the appropriate labels will be affixed for correct identification.
- 5.3 The Business Partner (i) may use subcontractors to a greater extent than implied in the Purchase Agreement only with TGR-WRT’s prior written consent; (ii) is always liable for the performance, work, and resources of its subcontractor as of its own; and (iii) is always liable for the work performed in TGR-WRT’s premises and undertakes to comply with applicable employment and social security law as well as with a collective labour agreement applicable its personnel working in TGR-WRT’s premises.

6. DELIVERY TIME AND DELAY

- 6.1 Time of delivery shall be of the essence and any failure by the Business Partner to deliver on the agreed date of delivery shall accordingly enable TGR-WRT (at TGR-WRT’s option) to withdraw from the Purchase Agreement without prejudice to any other rights and remedies the Business Partner may have in accordance with the Purchase Agreement or the applicable law.

- 6.2 The Business Partner shall not have the right to make a partial delivery or previous deliveries under the Purchase Agreement without TGR-WRT's written consent.
- 6.3 The Business Partner shall immediately notify in writing TGR-WRT of any imminent delay and its cause and probable duration. The notification shall not release the Business Partner from its duty to carry out the Purchase Agreement. The Business Partner shall, at its own expense, take all possible measures to avoid or eliminate the inconvenience caused by the delay. If the Business Partner does not take the necessary measures, TGR-WRT has the right to take or have taken the necessary measures at the expense of the Business Partner. This paragraph is without prejudice to TGR-WRT's right to demand compensation of damages and/or right to terminate the Purchase Agreement. If the delay is caused by a matter for which the Business Partner is responsible and the Business Partner disregards its duty to notify, the failure is always deemed as gross negligence by the Business Partner.
- 6.4 If the fulfilment of the Business Partner's obligations is delayed solely due to a reason for which TGR-WRT is responsible, the delivery time shall be extended by the time during which the reason has delayed the completion of the delivery.

7. CHANGE OF TITLE; RETENTION RIGHT

- 7.1 Unless otherwise agreed in the Purchase Agreement, the ownership and right to use the Goods shall be transferred to TGR-WRT once the Business Partner has delivered the Goods as agreed in the Purchase Agreement. Any further retention or reservation of title by the Business Partner is excluded.
- 7.2 Any rights of the Business Partner for set-off or retention executed from claims, which TGR-WRT neither has acknowledged before nor are confirmed by final court judgement, are excluded.

8. INTELLECTUAL PROPERTY RIGHTS AND LICENSE GRANT

- 8.1 The Business Partner warrants that it has all the necessary intellectual property rights in the Goods enabling it legally to grant the rights set forth in the Purchase Agreement to TGR-WRT free of any encumbrances. The Goods shall comprise all rights and licenses for using the Goods in TGR-WRT's business. TGR-WRT shall have the right to assign the Goods fully or partially to a third party.
- 8.2 "Software" means the computer software which is included in the Goods, and which consists of Business Partner Software, i.e., a computer software to which the Business Partner holds the copyright, including sublicensed Software, i.e., a computer software to which a third party holds the copyright and for which the Business Partner transfers the right of use with the permission of the right holder.
- 8.3 TGR-WRT and its group companies acquire a non-exclusive, perpetual, irrevocable, transferable, and worldwide right to use the Software (including any sublicensed Software) in the operation and maintenance of the Goods and in accordance with the Purchase Agreement. TGR-WRT may transfer these rights to subsequent owners of the Goods. TGR-WRT shall have a free right to deliver and take such copies of any documentation regarding the Software as may be necessary for their use for the intended purpose (including but not limited to the purpose of maintenance of the Goods by third parties and right to convey such documentation and TGR-WRT's rights thereto to third parties). The Business Partner retains the copyright to Software even when it has been produced specially for TGR-WRT. TGR-WRT is entitled to make only such changes in the Software which are consistent with the general purpose of the Object of Purchase to the extent such changes are possible without the source code. TGR-WRT is entitled to receive upgrades to the Software. Any right to use the Software is not limited based on the number of users or copies, or on some other comparable ground.
- 8.4 TGR-WRT will not transfer any intellectual property rights to the Business Partner by the Purchase Agreement. Any and all information or designs concerning the Goods and any Goods made under TGR-WRT's instructions, drawings or according to TGR-WRT's models or with TGR-WRT's tools and/or TGR-WRT's business processes and procedures furnished by or on behalf of TGR-WRT to the Business Partner or otherwise revealed to contain TGR-WRT's trade secrets and know-how, and any title and intellectual property rights in such information or design are and will remain the exclusive property of TGR-WRT and are strictly confidential and must neither be sampled, disclosed nor delivered to any third party.

9. THIRD PARTY RIGHTS

The Business Partner warrants that the Goods or their use in accordance with the Purchase Agreement will not breach any third party intellectual property rights or any other right. The Business Partner will fully indemnify TGR-WRT from any third-party claim received by TGR-WRT in this respect and will indemnify and keep TGR-WRT harmless of any costs incurred because of the breach or a claim based on the breach. The Business Partner shall, at its own cost, either modify the Goods so that the breach is eliminated, replace the Goods with a corresponding product, item or service which complies with the Purchase Agreement, or secure the rights for continued use to TGR-WRT.

10. CONFIDENTIAL INFORMATION

- 10.1 The Business Partner undertakes to keep as strictly confidential any confidential information received from TGR-WRT, not to disclose it to any third party and not to use the confidential information for any

- other purpose than performing its obligations under the Purchase Agreement. **"Confidential information"** includes all materials and information that TGR-WRT discloses to the Business Partner (including but not limited to information referred to in Section 8.4), regardless of the material's form.
- 10.2 However, the confidentiality obligation shall not apply to materials or information (i) which is generally available or otherwise public or becomes public through channels other than a contractual breach by the receiving Party; (ii) which the Business Partner has received from a third party without a non-disclosure obligation and which such third party has not directly or indirectly acquired from TGR-WRT; or (iii) which the receiving Party already possessed without a non-disclosure obligation prior to receiving them from the other Party. Both Parties may disclose information to government authorities where statutory provisions mandate such disclosure; the Business Partner must, if possible, notify TGR-WRT of such information disclosure in advance.
- 10.3 Upon expiry of the Purchase Agreement or when the Business Partner no longer needs the material or information in question for purposes laid out in the Purchase Agreement, the Business Partner shall immediately cease to use confidential information received from TGR-WRT and, unless otherwise agreed regarding the disposal of materials, return the confidential information with any copies thereof to TGR-WRT. The obligations of confidentiality shall remain in force for three (3) years after the termination of the Purchase Agreement. However, the Parties are bound by the provisions of the Finnish Trade Secret Act in force at the time even after the validity of this Section.
- 11. DATA PROTECTION**
- 11.1 The Parties acknowledge and agree that in order for the Parties to perform their obligations under the Purchase Agreement and to manage their business relationship ("Purpose"):
- 11.2 A Party and/or its subcontractor may only process personal data for purposes necessary in connection with the Purpose, provided that the Party shall do so in compliance with the applicable personal data Applicable Law, especially the General Data Protection Regulation (GDPR), and treating the personal data with strict confidence and keeping it safe by means of technical and organizational measures required under Applicable Law.
- 11.3 If the other Party processes personal data on behalf of other Party as a data processor, the Parties agree in writing on the terms of such processing as required in Applicable Law.
- 12. SANCTIONS AND EXPORT CONTROL**
- 12.1 The United Nations ("UN"), European Union ("EU"), United Kingdom ("UK") and United States of America ("US") has each imposed and may in the future impose sanctions in its legislation and/or through the decisions of its institutions ("Sanctions").
- 12.2 The Business Partner certifies that the Sanctions have not been imposed on:
- i) the Business Partner;
 - ii) members of the Business Partner's administrative, management or supervisory body or persons exercising control, representation, decision-making or supervision power of the Business Partner;
 - iii) the Business Partner's direct or indirect owners;
 - iv) Business Partner's subcontractors participating in producing the Goods;
 - v) members of the Business Partner's subcontractor's administrative, management or supervisory body or persons exercising control, representation, decision-making or supervision power of the Business Partner's subcontractor; or
 - vi) the Business Partner's subcontractor's direct or indirect owners.
- 12.3 The Business Partner must immediately inform TGR-WRT if any Sanctions are imposed on any party referred above.
- 12.4 The Business Partner affirms that activities in accordance with the Purchase Agreement or the use of Goods produced by the Business Partner and its subcontractors do not violate the Sanctions.
- 12.5 The Business Partner undertakes to comply with all applicable UN, EU, UK and US regulations regarding sanctions and export control.
- 12.6 Upon request, the Business Partner will promptly provide TGR-WRT with information about its direct or indirect owners, subcontractors and other beneficiaries. In addition, the Business Partner undertakes to notify TGR-WRT without delay, if any payments related to the purchase may directly or indirectly end up with the entity subject to Sanctions.
- 12.7 If the EU, UN, UK and/or US impose Sanctions on the Business Partner or on one of the parties referred in this Section or payments relating to the Purchase Agreement may indirectly or directly be made available to a party subject to the Sanctions referred to herein, TGR-WRT may terminate the Purchase Agreement effective immediately either entirely or with respect to those Goods or part thereof subject to Sanctions.
- 12.8 If the affirmations listed above are violated, the Business Partner is liable to compensate TGR-WRT damage it incurs without limitation of liability.
- 12.9 TGR-WRT agrees not to re-export US or EU origin products or parts in violation of the applicable export

control laws. In case of Goods or parts of them to be exported outside the US and/or EU that are considered or likely to be considered as "dual use", TGR-WRT shall (or shall cause the end user of the products/parts to) provide to the Business Partner, promptly upon its request, an appropriate end user statement in accordance with the applicable legal requirements. The Business Partner must inform TGR-WRT of any dual use nature of the Goods or any part of them. The Business Partner shall not be liable to TGR-WRT for any delay and shall not be considered in breach of its obligations in the event of TGR-WRT's failure or delay in providing such statement.

13. FORCE MAJEURE

- 13.1 **"Force majeure"** means the occurrence of an event or circumstance that prevents or impedes a Party (**"Affected Party"**) from performing one or more of its contractual obligations under the Purchase Agreement, if and to the extent that the Party affected by the impediment proves that (i) such event or circumstance is beyond its control and could not have been foreseen at the time of entering into the Purchase Agreement; and (ii) the effects of the event or circumstance could not have been avoided or overcome by the Affected Party.
- 13.2 When a Party becomes aware that the performance of its obligations under the Purchase Agreement may become impeded or prevented due to a force majeure shall immediately notify the other Party in writing of the occurrence of force majeure and its probable duration and shall adopt all reasonable measures to overcome the force majeure so as to resume the fulfilment of all its contractual obligations.
- 13.3 Provided that the Affected Party has complied with its obligations under this Section 13, if delivery is delayed in whole or in part due to force majeure, the delivery time shall be extended by a maximum of the time during which force majeure prevented the fulfilment of delivery. The same applies, respectively, if the TGR-WRT's ability to take delivery or use the Goods is hindered. Where performance of the Purchase Agreement is delayed or appears to be delayed to an unreasonable extent, or at least for more than three (3) months due to force majeure, TGR-WRT shall have the right to terminate the Purchase Agreement and specific Purchase Agreements immediately by giving written notice to the other Party.
- 13.4 The Affected Party shall report on the progression of events for as long as the force majeure is in effect. Despite force majeure, the Affected Party shall strive to meet their obligations to the best of their ability.

14. WARRANTY

- 14.1 The Business Partner warrants that the Goods conform to the standards of the Purchase Agreement and feature all further specifications in prospectuses, quotations and product descriptions given by the Business Partner, are free from all defects (including but not limited to defects arising out of design, materials and/or workmanship) and of the highest quality and fit for the purpose for which they are intended for the reasonably expected lifetime of the Goods, and in no case less than two (2) years from the date of the delivery, or if the delivery includes installation, from the installation date of the Goods (**"Warranty Period"**). The Warranty Period is in addition to all other warranties, express or implied, to which TGR-WRT is entitled in accordance with the Purchase Agreement or Applicable Law.
- 14.2 A new warranty period of an equivalent length for the Goods or parts thereof begins to run from the time when the repairs were made. For the remaining parts of the Goods the original Warranty Period shall be extended by a period during which the Goods has been out of operations because of the defect.
- 14.3 When a defect is found during the Warranty Period, TGR-WRT may at its discretion and upon notice to the Business Partner require the Business Partner to repair or replace the Goods and/or any other part of the Goods without delay at Business Partner's sole risk and expense in TGR-WRT's premises. If the Business Partner fails such obligation, TGR-WRT shall, at its discretion, either (i) make or have repaired the Goods and/or any other part of them at the Business Partner's expense; (ii) claim a reduction in the purchase price; (iii) demand a new delivery of the Goods; and/or (iv) terminate the Purchase Agreement.
- 14.4 In case of termination of the Purchase Agreement, TGR-WRT shall (i) be entitled to compensation for the loss TGR-WRT has suffered; (ii) have the right to reject the Goods which is impaired; and (iii) have the right to demand reimbursement or purchase price. In addition, in case of termination of the Purchase Agreement (i) the Business Partner must collect the Goods at the Business Partner's cost; and (ii) TGR-WRT has the right to deduct the value of the rejected Goods from any invoice of the Business Partner.
- 14.5 In addition to any other remedies based on these GTC, the Business Partner shall be liable for all damages, losses, liabilities, costs, and expenses incurred due to any fault by the Business Partner to TGR-WRT or to whom TGR-WRT is liable for damages or other liability.

15. LIABILITY FOR DAMAGES, LIMITATION OF LIABILITY

- 15.1 The Business Partner and TGR-WRT are entitled to claim and receive compensation for damage in respect of direct damage incurred due to a breach of the Purchase Agreement by the other Party.
- 15.2 Neither Party shall be liable for any indirect or consequential damage unless otherwise stated in the Purchase Agreement or in these GTC.
- 15.3 The limitation of liability shall not apply to damages caused by wilful misconduct or gross negligence, breach of confidentiality obligations (Section 10), breach of intellectual property rights provisions or other

- obligations set out in Sections 8 and 9, breach of sanctions and export control obligations (Section 12), or breach of code of conduct or anti-corruption obligations (Section 19).
- 15.4 The Business Partner (i) shall always maintain in force adequate general liability insurance policy and coverage from a recognised and reputable insurance company to sufficiently cover the Business Partner's liability towards TGR-WRT in various situations; and (ii) accepts to submit the insurance terms and insurance certificate to TGR-WRT upon request. TGR-WRT can, however, in all circumstances and despite the liability insurance, claim damages directly from the Business Partner. Non-coverage of a loss or damage under the liability insurance will not remove or reduce the Business Partner's liability.
- 16. INDEMNIFICATION**
- 16.1 The Business Partner shall defend, indemnify and hold TGR-WRT and its officers, directors, employees, agents, subsidiaries and subcontractors harmless against any and all costs, losses (including legal fees and expenses) and claims related to and/or resulting from injuries or damage to any person or property which may arise out of or in consequence of the performance of the Purchase Agreement by the Business Partner or its subcontractor, product liability, product safety, loss of and/or damage to property and/or infringement or alleged infringement of intellectual property rights which may be attributable to the Goods, software and/or any other part of the Goods, or the use thereof, and/or alleged infringement of the code of conduct or anti-corruption obligations (Section 19).
- 16.2 The Business Partner's liability to indemnify TGR-WRT as aforesaid shall be reduced proportionately to the extent that the act or negligence of TGR-WRT, his servants or agents have contributed to the said loss, injury, or damage.
- 16.3 The Business Partner shall, at TGR-WRT's request, co-operate with TGR-WRT in respect of any third-party complaint or claim and assist TGR-WRT with any investigation or examination relating to such complaint or claim at the Business Partner's cost.
- 17. AUDIT**
- 17.1 At any time during the term of the Purchase Agreement, TGR-WRT and/or an independent third-party auditor appointed by TGR-WRT shall have the right to perform audits and inspections in respect of the Business Partner in order to verify compliance of the Business Partner with the Purchase Agreement.
- 17.2 The Business Partner shall ensure that TGR-WRT is able to conduct an audit in accordance with this Section and undertakes to assist TGR-WRT in the execution of such inspections and audits, including responding accurately and completely to all inquiries and providing any requested documents. This may include, but is not limited to, providing access to documents and personnel.
- 17.3 The audit shall be conducted at TGR-WRT's expense. However, if the audit or inspection reveals that the Business Partner has not complied with its obligations under the Purchase Agreement, the Business Partner shall bear all the costs. The Business Partner shall ensure that the audit right described in this Section shall also cover the Business Partner's subcontractors.
- 17.4 Business Partner shall disclose immediately to TGR-WRT upon awareness of any initiated investigations by authorities related to the Purchase Agreement or these GTC. Both Parties agree to fully and in a timely manner cooperate with any investigation performed by authorities, including responding accurately and completely to all inquiries and providing any requested documents. This may include, but is not limited to, providing access to documents and personnel.
- 18. RESTRICTION ABOUT PROMOTION**
- The Business Partner is not allowed to use TGR-WRT as a reference without TGR-WRT's prior written consent given for each particular case. The restriction refers to any manner of publication including mentioning TGR-WRT's name or the fact that the Business Partner is supplying TGR-WRT.
- 19. CODE OF CONDUCT; ANTI-CORRUPTION**
- 19.1 The Parties undertake to comply with the Applicable Law in connection with the performance of the Purchase Agreement and agree that such compliance represents an indispensable condition for cooperation in trust.
- 19.2 The Business Partner warrants that it shall comply with all Applicable Laws relating to anti-bribery, money-laundering and corruption, and sanctions enacted by the EU, UN, UK, and US.
- 19.3 Each Party hereby undertakes that, at the date of the entering into force of the Purchase Agreement, itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Purchase Agreement and that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.
- 19.4 The Parties agree that, at all times in connection with and throughout the course of the Purchase Agreement and thereafter, they will comply with and that they will take reasonable measures to ensure that their subcontractors, agents or other third parties, subject to their control or determining influence,

- will comply with the provisions set out below.
- 19.4.1 The Parties will prohibit the following practices at all times and in any form, in relation with a public official at the international, national or local level, a political party, party official or candidate to political office, and a director, officer or employee of a Party, whether these practices are engaged in directly or indirectly, including through third parties:
- A. "Bribery" is the offering, promising, giving, authorising or accepting of any undue pecuniary or other advantage to, by or for any of the persons listed above or for anyone else in order to obtain or retain a business or other improper advantage, for instance in connection with public or private procurement contract awards, regulatory permits, taxation, customs, judicial and legislative proceedings. Bribery often includes: (i) kicking back a portion of a contract payment to government or party officials or to employees of the other contracting party, their close relatives, friends or business partners or using intermediaries such as agents, subcontractors, consultants or other third parties, to channel payments to government or party officials, or to employees of the other contracting party, their relatives, friends or business partners.
 - B. "Extortion" or "Solicitation" is the demanding of a bribe, whether or not coupled with a threat if the demand is refused. Each Party will oppose any attempt of Extortion or Solicitation and is encouraged to report such attempts through available formal or informal reporting mechanisms, unless such reporting is deemed to be counter-productive under the circumstances.
 - C. "Trading in Influence" is the offering or Solicitation of an undue advantage in order to exert an improper, real, or supposed influence with a view of obtaining from a public official an undue advantage for the original instigator of the act or for any other person.
 - D. "Laundering the proceeds of the Corrupt Practices" mentioned above is the concealing or disguising the illicit origin, source, location, disposition, movement or ownership of property, knowing that such property is the proceeds of crime.
- "Corruption" or "Corrupt Practice(s)", as used in this Section 19, shall include Bribery, Extortion or Solicitation, Trading in Influence and Laundering the proceeds of these practices.
- 19.4.2 With respect to third parties such as subcontractors the Parties should instruct them neither to engage nor to tolerate that they engage in any act of Corruption; not use them as a conduit for any Corrupt Practice; hire them only to the extent appropriate for the regular conduct of the Party's business; and not pay them more than an appropriate remuneration for their legitimate services.
- 19.5 If a Party, as a result of the exercise of its audit right pursuant to Section 17, or otherwise, brings evidence that the latter Party has been engaging in material or several repeated breaches of Section 19.3 or 19.4 above, it will notify the latter Party accordingly and require such Party to take the necessary remedial action in a reasonable time and to inform it about such action. If the latter Party fails to take the necessary remedial action or if such remedial action is not possible, it may invoke a defence by proving that by the time the evidence of breach(es) had arisen, it had put into place adequate anti-corruption preventive measures, as described in Article 11 of the ICC Rules on Combating Corruption 2023, adapted to its particular circumstances and capable of detecting corruption and of promoting a culture of integrity in its organisation. If no remedial action is taken or, as the case may be, the defence is not effectively invoked, the first Party may, at its discretion, either suspend or terminate the Purchase Agreement, it being understood that all amounts contractually due at the time of suspension or termination of the Purchase Agreement will remain payable, as far as permitted by Applicable Law.
- 19.6 The Parties undertake not to influence any decisions whatsoever by means of commissions, benefits or any other favours to the Parties' employees or representatives or on behalf of the respective other Party in relation to third parties. Gifts/promotional giveaways of minor value, which are generally considered unobjectionable and reasonable business lunch or dinner invitations in the scope of the usual business activity shall remain unaffected; this shall include invitations to motor sports events, where the inviting Party is participating. In addition, the Parties undertake to notify management of the respective other Party unsolicited of any of the Parties' employees or representatives attempting to obtain benefits or privileges of any type or scope whatsoever for the purpose of exerting influence.
- 20. INFORMATION REGARDING THE USE OF 3TG-MATERIALS**
- Because of TGR-WRT's corporate company structure TGR-WRT is obliged to comply with the US-federal regulations „Dodd-Frank Wall Street Reform and Consumer Protection Act". According to the Act TGR-WRT must not use 3TG materials (Tungsten, Tantalum, Tin and Gold) from so called crisis-areas. Therefore, the Business Partner is obliged to inform TGR-WRT immediately without request, if the Goods sold to TGR-WRT contain Tungsten, Tantalum, Tin and/or Gold. If this is the case, the Business Partner is obliged to complete a survey (provided by TGR-WRT) to confirm the origin of such Goods. If the evaluation of the survey leads to the result that inadmissible materials are used, TGR-WRT shall have the right to terminate the Purchase Agreement with immediate effect.

21. TERMINATION OF THE PURCHASE AGREEMENT

- 21.1 The Purchase Agreement may be terminated with immediate written notice by the aggrieved Party if (i) the other Party commits a material breach of the Purchase Agreement, and the breach has not been remedied within reasonable time which shall not in any case exceed thirty (30) days of the written notice thereof; (ii) the other Party has filed for bankruptcy or restructuring, winding-up, or any similar procedure or is declared insolvent; or (iii) a force majeure event having continued for more than three (3) months prevents the fulfilment of the Purchase Agreement.
- 21.2 TGR-WRT is entitled to fully or in part withdraw from the Purchase Agreement if (iv) TGR-WRT's competitor gains control in the Business Partner; (v) the Business Partner or its subcontractor materially or repeatedly breaches against Applicable Law or TGR-WRT's instructions concerning matters relating to health, safety or environment or if the Business Partner's or its subcontractor's actions or omissions typically may cause essential damage to TGR-WRT's reputation; or (vi) the delivery has delayed for four (4) weeks. The Business Partner shall immediately notify TGR-WRT of the occurrence of any event mentioned in this Section.
- 21.3 If the Purchase Agreement is terminated for a reason that is TGR-WRT's responsibility under this Section, it shall have the right to use the Goods for a reasonable time after the Purchase Agreement has expired so that TGR-WRT can make a replacement purchase or minimise other damages due to the termination.

22. GOVERNING LAW AND JURISDICTION

- 22.1 The Purchase Agreement and all matters arising out of or in connection with it, including the dispute resolution clause shall be governed by the laws of Finland, excluding its choice of law provisions and the application of the United Nations Convention on Contracts for the International Sale of Goods.
- 22.2 Any dispute, controversy, or claim arising out of or relating to the Purchase Agreement, or the breach, termination, or validity thereof, shall be primarily solved through negotiations between the Parties. In the event no amicable settlement can be reached by means of negotiations, any dispute, controversy, or claim arising out of or relating to the Purchase Agreement, or the breach, termination, or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Central Chamber of Commerce. The number of arbitrators shall be one. The arbitration shall take place in Helsinki, Finland in the English language. However, if the country of establishment of both Parties is Finland, the language of the arbitration shall be Finnish.

23. MISCELLANEOUS

- 23.1 In the event of any discrepancy between the contractual documents, the order of priority shall be as follows: (1) Purchase Agreement; (2) appendices of the Purchase Agreement in numeric order (where the appendix with the smallest number shall have highest priority; and (3) these GTC.
- 23.2 TGR-WRT has the right to modify these GTC at any time. However, the purchase of Goods from the Business Partner will always be governed by the GTC in effect on the date of concluding the Purchase Agreement. Changes will be announced on TGR-WRT's website in the updated version of the GTC, available here: www.tgr-wrt.com. Changes to these GTC will take effect once they are published on the TGR-WRT website and will apply to all new Purchase Agreements made after the publication of the changes once the Purchase Agreement has been made, without separate notification to the Business Partner. The Business Partner may obtain any earlier version of the GTC from TGR-WRT upon providing a justified request.
- 23.3 All changes to the Purchase Agreement including the applicable GTC must be made in writing. Only TGR-WRT's duly authorised representative has the right to accept changes made to the content of the Purchase Agreement (including these GTC) in a manner binding on TGR-WRT. If the Parties agree any changes to these GTC, their effectiveness will be limited to the specific Purchase Agreement.
- 23.4 Neither Party may assign or transfer the Purchase Agreement or any of its rights or obligations to any third party without the prior written consent of the other Party. TGR-WRT may assign or transfer the Purchase Agreement in whole or in part to its group company or in connection with the sale or transfer of its business by notifying the Business Partner and provided that the transferee has undertaken to comply with the Purchase Agreement. TGR-WRT's group company may invoke TGR-WRT's rights under the Purchase Agreement insofar as the Goods is transferred to its ownership or the Goods is used by it.
- 23.5 A waiver by a Party concerning the other Party's breach of the Purchase Agreement shall not be construed as a waiver of subsequent breaches against the same or another term of the Purchase Agreement.
- 23.6 Nothing contained in these GTC or in the relationship of the Parties shall be deemed to constitute a partnership, joint venture, or any other relationship between TGR-WRT and the Business Partner.
- 23.7 If a term of the Purchase Agreement is held invalid, this shall not affect the validity of the remainders of the Purchase Agreement. The invalid term shall be considered as expression of the Parties' intent and such term shall be amended, as permitted by Applicable Law, to reflect the Parties' intent.
- 23.8 All notices relating to the Purchase Agreement shall be made in writing in the English or Finnish language to a contact person nominated by each Party by registered letter or e-mail in accordance with the contact

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- 23.9 details given by such Party.
These GTC are applicable from 1.4.2025 ("**Effective Date**") and are valid until updated version of these GTC are published on TGR-WRT's website.