

## I GENERAL

### 1. Application of the General Purchasing Conditions

- 1.1. These Meyer Turku Oy General Purchasing Conditions ("MT GPC") shall apply to all Contracts concluded with or Orders issued by Meyer Turku Oy or other legal entity within the Meyer Turku Group of companies concerning supply of Products and/or the production of a work to Meyer Turku Oy.
- 1.2. In these MT GPC Meyer Turku Oy and other legal entity within the Meyer Turku group of companies, is referred to as the "Buyer" and the other party as the "Supplier". The Buyer and the Supplier are collectively the "Parties".
- 1.3. Conflicting or differing terms of business of the Supplier do not bind the Buyer, even if the Buyer does not object to them or if the Buyer unconditionally renders performance or accepts the supplier's performance.
- 1.4. Chapters I (General) and IV (General Terms and Conditions) apply equally to all Deliverables. Chapter II (Specific Terms for Supply of Products) contains certain specific terms relating to delivery of Products, while Chapter III (Specific Terms for production of Work) contains certain specific terms relating to production of a work to the Buyer. Specific terms in Chapters II and III apply in relation to the respective type of procurement only and are supplementary to the terms and conditions contained in Chapters I and IV.
- 1.5. When used in these conditions the term "written" or "in writing" refers to a document signed by both Parties or a letter, electronic mail or other means of communication agreed by the Parties.
- 1.6. The Supplier and its subcontractors have prior to the Contract reviewed and approved the Buyer's Code of Conduct in its valid form at any given time which can be found at the Buyer's website [www.meyerturku.fi](http://www.meyerturku.fi).

### 2. Definitions

- 2.1. "Contract" means the written agreement concluded between the Parties and/or Order issued by the Buyer concerning purchase of Product(s) and/or Work(s), including these MT GPC, all appendices and agreed amendments and additions to the said documents.
- 2.2. "Deliverable(s)" means Product(s) and Works(s) collectively.
- 2.3. "Enduser" means the customer(s) of the Buyer for which the Deliverables are needed.

- 2.4. "Intellectual Property Rights" means copyrights (including the rights to wholly or partly transfer the copyrights and alter or modify the copyrighted Works), patents, utility models, registered or unregistered designs, trademarks, trade secrets and know-how, and other intellectual property rights, whether or not capable of registration.
- 2.5. "Order" means the individual purchase order placed by the Buyer concerning supply of the Deliverables.
- 2.6. "Product(s)" means all equipment, machinery, apparatus, instruments, components, materials, drawings, documents, reports etc., which the Supplier shall supply/deliver in accordance with the Contract.
- 2.7. "Shipyard" means the Buyer's shipyard at Turku, address Telakkakatu 1, FI-20101 Turku, Finland.
- 2.8. "Vessel(s)" means the Vessel under construction from time to time, and for which Products and Works are ordered by the Buyer.
- 2.9. "Work(s)" means any work performance to be carried out by the Supplier under the Contract (including, but not limited to, assembly, engineering, design, installation, commissioning and maintenance).

## II SPECIFIC TERMS FOR SUPPLY OF PRODUCTS

### 3. Supplier's Specific Obligations, Drawings, Documents, Plans

- 3.1. The Supplier alone is responsible for the design, manufacturing and quality of the Product, unless otherwise agreed and specified by the Parties in writing.
- 3.2. In case of doubt, the Buyer's approval of drawings, specification and alike shall not limit the Supplier's responsibility. Any instructions given to the Supplier by the Buyer for the performance of the Supplier's obligations under the Contract do not relieve the Supplier of the full responsibility for the Product.
- 3.3. The Supplier shall in accordance with the Buyer's instructions and free of charge provide the required manuals, instructions and technical documentation in English or in Finnish, as separately agreed, to permit the Buyer to carry out design, installation, commissioning, operation and maintenance of all parts of the Product.
- 3.4. The Supplier warrants that all Products will be manufactured and supplied in compliance with all applicable laws and regulations, including, but

not limited to, environmental and product safety laws and regulations.

#### **4. Manufacturing and Production Schedule, Inspection, Acceptance**

- 4.1. The supply of Product shall be subject to inspection and tests by the Buyer, the possible Enduser and all agencies and authorities having jurisdiction at all times and places including the place of manufacture and installation. Such inspections and tests shall not in any way diminish, affect or impair the Supplier's obligations and the fact that the Buyer is present or received a report of inspections and tests does not infer any form of acceptance of the Product by the Buyer nor limit the liability of the Supplier.
- 4.2. If specified in the Contract, an acceptance test shall be held before delivery takes place. Unless otherwise agreed, the acceptance test shall be held at the place of production and is only valid if a representative of the Buyer is present. Failure to meet the contractual requirements during the acceptance test shall not release the Supplier from its obligations to deliver the Product in accordance with the Contract. In such a situation, the cost for renewed acceptance test and any related additional costs shall be borne by the Supplier.
- 4.3. If the Buyer refrains from exercising its right of inspection or examination, or from attending an acceptance test, this shall not be interpreted to the detriment of the Buyer in any subsequent assessment of defects. The same shall also apply if inspection, examination or the acceptance test is performed and defects are subsequently shown to exist. When applicable, the Supplier shall carry out the final commissioning and quality control of the Product in the presence of the Buyer's representative.

#### **5. Packaging**

- 5.1. Unless otherwise agreed;
  - 5.1.1. The Product or parts thereof shall be packed in such a way that it will stand the stresses of chosen mode of transport as well as storage outdoors. If storage of another kind is agreed for the Product, it shall be mentioned on parcels and dispatch lists.
  - 5.1.2. The Product or parts thereof shall be packed in such a way that forklift can be used for unloading and handling.
  - 5.1.3. The Product or parts thereof which will be delivered on board the Vessel shall be packed in a fire-retardant or fire-preventive way.
  - 5.1.4. Delivery documentation and parcels shall include at least the Contract or Order number as well as the position and component number(s).
  - 5.1.5. Each component of the Product shall be marked with the position and component number.

- 5.1.6. Only correctly marked parts and components, including delivery documentation, are considered to be contractually delivered.

#### **6. Liability for Defective Products and Warranty**

- 6.1. The Supplier shall, in accordance with the provisions of Sections 6.2 - 6.5 below, by replacement or repair, remedy any defects or non-conformities in the Product resulting from faulty design, materials, workmanship or installation (hereinafter "Defect(s)"). Therefore, the Supplier is responsible for all defects detected in its supply, including the application of the supply to the appropriate use. Where the Supplier is liable for a defect, the Supplier shall also be liable for damage to Product and equipment that have been damaged as a direct and immediate consequence of the defect. In addition, the Buyer shall be entitled to compensation from the Supplier for any damage, losses, costs and expenses (including without limitation legal and other professional fees and expenses) incurred by the Buyer as a result of the Supplier's failure to deliver the Product without Defects.
- 6.2. The Supplier is obliged to remedy, at its own cost and risk, all above mentioned Defects by repairing or replacing the Product without undue delay after consulting the Buyer and subject to the Buyer's instructions. The Supplier's liability to remedy Defect(s) commences upon delivery of the Product and covers all Defects that arise within a period of two (2) years from the date the Product were put into final service by the Buyer or, as the case may be, the Enduser, or three (3) years from the date the Product were delivered to the Buyer, whichever period expires later. However, in any case the afore-mentioned liability shall not expire before the warranty period of the respective Vessel has expired. For the Product which are used for Buyer's internal purposes (not for ship projects directly) the period is two (2) years from the date the Product were delivered to, and accepted by the Buyer. For parts which have been repaired or replaced under this Section 6.2, the Supplier shall have the same liability for Defects as for the original Product for a period of two (2) years from the date the Product were repaired or replaced. The liability period for the non-defective parts of the Product shall be extended by the period equal to the period during which they could not, in consequences of the said defectiveness, be put into the intended use.
- 6.3. The Supplier shall reimburse the Buyer all costs and expenses in connection with remedy of any Defects. Return of defective or non-confirming Product and transportation of replacement Product shall be at the Supplier's cost and risk.

- 6.4. If the Supplier fails to fulfil his obligations under Section 6.2 within a reasonable time, the Buyer may give the Supplier a written notice of a final date for compliance with this obligation. If the Supplier fails to fulfil his obligations by this date, the Buyer shall be entitled, at its choice, to have the necessary remedial actions or have new parts made at the Supplier's cost and risk and receive a compensation for all expenses and losses incurred by the Buyer.
- 6.5. The Supplier shall not be liable for defects which are solely caused by the Buyer or the Enduser or their agents or customers e.g. through incorrect installation, use or maintenance.
- 6.6. After the warranty period defined in Clause 6.2 has expired, the Supplier shall remain liable for any Defects in the Products which the Buyer can prove to be on the Supplier's responsibility and which could not reasonably have been discovered by the Buyer during said warranty period.
- 6.7. Notwithstanding this Section 6, faultiness of Works shall be evaluated according to Section 11 of these MT GPC.

### III SPECIFIC TERMS FOR PRODUCTION OF WORK

#### 7. Working Instructions

- 7.1. The Supplier warrants that the Supplier has prior to the conclusion of the Contract reviewed and approved Meyer Turku Oy General Working Instructions and accepts that all Works performed at the Shipyard and the Buyer's area shall be done in their strict observance.
- 7.2. After the Contract has been signed or the Order placed, the Supplier shall agree on the date of commencing Works, production programme and material prearrangement, etc. with the representative mentioned in the Contract.

#### 8. Employment and Contractual Relation

- 8.1. The Buyer does not employ the Supplier's employees. The Buyer has a contractual relation only with the Supplier, who shall fulfil the obligations towards its employees, which in accordance with the legislation and the Contract are the employer's responsibilities. The Supplier is responsible for its own and its personnel's property as well as for insuring such property for the duration of the Contract.
- 8.2. The Supplier undertakes to apply, for its employees, the generally applicable collective labour agreement of its field and to ensure that its subcontractors, in turn, comply with their respective collective agreement. If there is no

applicable collective agreement, the generally applicable collective agreement for employees within the Technology Industries will be observed, additionally taking into account the current labour laws of Finland.

- 8.3. The Supplier must not, without the consent of the Buyer, subcontract or otherwise transfer the Works or other responsibilities to another supplier. The Supplier will remain liable for the Works of its subcontractors as for its own. The Buyer has the right to restrict or prevent the Supplier's use of subcontractors or the use of a certain subcontractor.

#### 9. Working Hours, Overtime, Waiting Hours, Travel and Daily Allowances and Other Possible Compensation

- 9.1. The Buyer's working hours shall be observed at the Shipyard and as instructed in the Meyer Turku Oy Working Instructions. In case the Contract price is determined on the basis of completed hours, the Supplier is obliged to follow the same system of time control as applied by the Buyer to its own employees. In guarantee, repair and installation Works on board the Vessel, the working hours shall be applied so that there is no disturbance in the construction or operation of the Vessel.
- 9.2. The Works performed against hourly compensation shall mainly be carried out within the normal working hours as followed by the Buyer. The normal weekly working time is from Monday to Saturday. Overtime or Sunday work carried out under pressing circumstances shall be agreed on with the Buyer in advance and the Shipyard's fire department shall be notified. Works shall not be carried out outside normal working time without such agreement and notification. The Supplier is also responsible for ensuring that its subcontractors do not work at the Shipyard outside normal working time without said agreement and notification.
- 9.3. For Works charged according to the number of working hours, the Supplier shall present the timecards signed weekly by the Buyer's representative. Without the signed time cards, the Works in question shall not be compensated.
- 9.4. The total price agreed for the Works also includes overtime expenses as well as possible travel, daily and lodging allowances and other possible compensation. Possible waiting hours will not be compensated separately. Only overtime works carried out expressly at the Buyer's written request (with pieceworks the percentage-wise parts) will be compensated to the amount agreed in the Contract.

## 10. Additional and Modification Works

- 10.1. When requested by the Buyer, the Supplier commits without additional charge to carry out changes to agreed Works that do not cause significant additional cost or postpone the delivery.
- 10.2. Additional and modification work will be compensated only when the workload alters essentially or the Supplier is obliged to undo work already done, due to reasons resulting from the Buyer's actions. Before initiating modification or additional work, the content shall be agreed in writing with the Buyer's representative. Without a written agreement signed in advance, the Supplier is not entitled to receive compensation from the Buyer for performed additional or modification work. Additional and modification work shall be invoiced with the final invoicing of the Works for the Contract in question. After this, the Buyer has no obligation to compensate said work.

## 11. Liability for Faultiness of Works

- 11.1. The Works included in the delivery shall be presented for the approval of the Buyer, the classification society and the Enduser's inspectors. Before delivering the Works for inspection, the Supplier shall carry out a preliminary inspection to ensure that the quality and degree of work completion is such that it will obviously pass final inspection. The inspection shall be ordered and, in practice, carried out in accordance with the Buyer's instructions.
- 11.2. The Supplier shall undertake to correct, at its own expense, any faults or deficiencies detected in the performance of his Works. In case the Supplier does not carry out the repair work rapidly enough, the Buyer has the right, at its own discretion, to do the repair work himself, or have it done by a third party and either charge the expenses to the Supplier or deduct the cost from the Contract price. To repair a found fault, the Buyer is entitled either to carry out the repair work or to have it done at the Supplier's expense immediately after the fault has been spotted without consulting the Supplier, if these actions are necessary in order to prevent damage, or it is otherwise obviously necessary considering the project schedule of the Vessel.
- 11.3. The Supplier is responsible for all costs caused to the Buyer by the faults or defects mentioned above.
- 11.4. Liability for defective Product shall be evaluated according to Section 6 of these MT GPC.

## IV GENERAL TERMS AND CONDITIONS

### 12. Permits

- 12.1. The Supplier shall obtain any and all permits, authorisations, approvals and consents required for its performance under the Contract. The Supplier shall ensure that the agreed use of the Deliverables do not violate any export control restrictions.
- 12.2. The Buyer has, within the limits allowed by applicable law, applicable Contract terms or the Buyer's internal guidance and instructions, the right to refuse to give to the Supplier's employees entrance permit to the Shipyard or other premises of the Buyer and deny access to the Vessel.

### 13. Delivery and Title

- 13.1. The Supplier shall supply the Deliverables in a timely manner and in strict accordance with the Contract. Partial delivery is not accepted unless confirmed or requested by the Buyer. The Deliverables shall be in accordance with the specification, quality standards and quality control and other requirements stated in the Contract, in the quantity specified and free from any defects.
- 13.2. If no delivery term has been agreed, the delivery shall be "DAP Meyer Turku Oy Finland (Incoterms 2020)".
- 13.3. Title to the Deliverables shall pass to the Buyer upon full payment or delivery of the Deliverables according to the agreed delivery term, whichever comes first. Delivery shall take place without any reservation of ownership and the transfer of ownership to the Buyer shall be free of any rights and claims of third Parties.
- 13.4. If the Buyer is responsible for the installation of the Product, the delivery shall be deemed to have taken place when the Product and the written instructions regarding its installation are delivered to the Buyer. If the Supplier is responsible for the installation of the Product, the delivery shall be deemed to have taken place when the installation is accepted by the Buyer.
- 13.5. In case there is a disagreement on whether the risk has been transferred to the Buyer, it is the Supplier's responsibility to show that the delivery of the Deliverables has taken place, and the risk has been transferred to the Buyer.
- 13.6. The Shipyard or the Vessel shall not be used as a place of storage. In case the Product or machinery and equipment that are essential for the performance of the Works need to be stored at the Shipyard or on the Vessel, the Product

shall be covered and the machinery and equipment shall be stored in accordance with the Buyer's instructions for the aforesaid.

#### **14. Time for Delivery, Delay**

- 14.1. The delivery time for the Deliverables and partial deliveries is defined in the Contract. If no delivery time is defined in the Contract, the Supplier shall deliver the Deliverables as soon as possible. If, instead of a fixed date for delivery, the Parties have agreed on a period of time within which delivery shall take place, such period shall start to run when the Contract is concluded or the Order is placed.
- 14.2. The Buyer is entitled to change the original delivery time, in writing, as follows without a price increase:
- 14.2.1. Time for notification is twelve (12) weeks before the original delivery time in case of change to earlier delivery.
- 14.2.2. Time for notification is four (4) weeks before the original delivery time in case of postponements.
- 14.3. For the Deliverables which are used for the Buyer's internal purposes (not for ship projects directly), the Buyer is entitled to change the original delivery time, as follows, without a price increase:
- 14.3.1. Time for notification is four (4) weeks before the original delivery time in case of change to earlier delivery.
- 14.3.2. Time for notification is three (3) weeks before the original delivery time in case of postponements.
- 14.4. If the Supplier finds that the Supplier will not be able to deliver the Deliverables at the agreed time or if delay seems likely, the Supplier shall without undue delay notify the Buyer thereof in writing, stating the reason for the delay and if possible, the time when delivery can be expected. If the Supplier fails to give such notice, the Supplier shall reimburse the Buyer for any additional costs and expenses, which the Buyer incurs. If the Buyer anticipates a delay in the supply of the Deliverables, the Buyer shall be entitled to request the Supplier to submit a plan for making up for the delay, and implement it in mutual understanding with the Buyer.
- 14.5. If it has been agreed that the Buyer's approval, consent or other specific input is required for any particular matter and the Buyer fails to provide its input within the agreed time, other than due to the Supplier's default, then the Supplier shall not be liable for the possible delay to the extent directly and solely caused by the Buyer's failure to provide said input within the agreed time. The Supplier must immediately inform the Buyer's representative about this in writing. Otherwise the Buyer may not accept such negligence as a reason for late delivery.
- 14.6. Notwithstanding Section 14.5, if the Supplier does not receive required technical information, drawings, charts or materials at the agreed time for reasons due to the Buyer and this negatively impacts to the Supplier's ability to deliver the Deliverables within the agreed delivery time, the Supplier must without undue delay notify about this impact in writing to the Buyer. If the Supplier does not notify of this delay in said manner to the Buyer, the delay in the delivery of said information or material shall not relieve the Supplier from the liquidated damages or other compensation obligations stated in the Contract or in these MT GPC.
- 14.7. If the stipulated delivery date for the Deliverables, or documents pertaining thereto, is not met, and exception under the grounds stated in Section 17.1 cannot be invoked, the Buyer shall be entitled to liquidated damages calculated from the day the delivery should have taken place. The Supplier shall pay the liquidated damages also if an error in delivery causes a delay or break in the accepting or implementation of the delivery. The liquidated damages shall be payable at rate of two per cent (2%) of the total price of the Deliverables under the Contract for each commenced week that delivery is delayed. This Section 14.7 will be applied irrespective of whether the delay has caused financial loss to the Buyer. The Buyer is entitled to a higher compensation, if the Buyer can prove higher damages.
- 14.8. Delays in delivery due to Force Majeure as stated in Section 17.1 below, shall not release the Supplier from his duties to inform, communicate, and act pursuant to this Section 14.
- 14.9. The Supplier shall take all possible measures to keep a delay in deliveries as short as possible. If so requested by the Buyer, the reasons and effects of the delay are to be investigated by an independent expert.

#### **15. Prices, Terms of Payment, Taxes**

- 15.1. The price of the Deliverables are detailed in the Contract. The Contract price includes packing and packing material. All payments are made in Euro. All prices specified shall exclude all taxes (such as value added tax, VAT), duties, levies and charges imposed under the applicable legislation. In addition to the agreed price, the Buyer shall be liable to pay Supplier only the VAT, if applicable.
- 15.2. The Buyer shall pay for the Deliverables against proper and valid invoices sent by the Supplier. The Supplier must ensure that the invoices contain all the information reasonably required by the Buyer to verify the correctness of the invoices, such as relevant time sheets. The

standard payment term for the undisputed invoices is ninety (90) days from the date of the Supplier's duly prepared invoice.

15.3. The following documents must accompany the invoice for Works:

15.3.1. An inspection record or degree of completion report signed by the Buyer's representative showing the degree of completion of the Works to be invoiced

15.3.2. The timecards or timeworks forms, signed weekly by the Buyer's representative.

15.3.3. An account for the person having completed required hours (weekly rest/weekly overtime).

15.3.4. The order form for additional and modification work.

15.3.5. An extract of prepayment registration in Finland, which cannot be older than three (3) months or valid tax-at-source card.

15.4. The Buyer is not obliged to pay an invoice without the information above and it shall be returned to the Supplier.

15.5. The last payment(s) are due to be paid on the condition that all deliveries included in the Deliverables (including drawings, manuals, instruction books, certificates, as-built drawings etc.) have taken place and the delivery is in accordance with the terms and conditions of the Contract.

15.6. In case the Supplier considers that certain circumstances allow the Supplier to claim for extra payments, such claims must be notified in writing in a detailed manner to the Buyer within 10 (ten) days after the said circumstances are known by the Supplier.

15.7. The Buyer is entitled to deduct the amount of liquidated damages and other compensations he is entitled to under the Contract and these MT GPC from the Supplier's invoice(s).

## 16. Insurance

16.1. Unless otherwise agreed by the Buyer, the Deliverables and all materials, machinery and other equipment or components belonging to the Deliverables shall, until risk has been transferred to the Buyer, be insured by the Supplier at the Supplier's expense for the full value against all risks usually insured against in the European shipbuilding industry. With regard to all Works performed at the Shipyard or on the Vessel or other building site ordered by the Buyer, the Supplier shall in the insurance take into account terms of Contract and the scope of the delivery.

16.2. All insurance requirements, whether laid down in the Contract or these MT GPC, are to be

maintained in accordance with first class independent insurance companies.

16.3. The Supplier shall also be responsible for damages caused by the Supplier or its subcontractors to the Buyer or to a third party at the Shipyard or on the Vessel. In case the delivery contains Works at the Shipyard or on the Vessel(s), the Supplier shall have a liability insurance against such damages for value not less than 200 % (two hundred per cent) of the value of the Contract and in any case not less than EUR 500.000. The Supplier's liability to pay damages to the Buyer or third parties is however not limited to the value of the liability insurance.

16.4. Whenever requested by the Buyer, the Supplier shall provide insurance certificate to proof that the insurance requirements are fulfilled.

## 17. Force Majeure

17.1. Unexpected events having the nature of Force Majeure, such as pandemics, fires, earthquakes, floods and other acts of nature that are beyond the control of the Parties shall, if they directly impede the Buyer's or the Supplier's performance under the Contract, be considered as a cause for an exemption, provided that the Party wishing to be exempted because of any of the said circumstances notifies within three (3) days the other Party in writing of the intervention of such an event. The Supplier shall produce written evidence of the fact that an unexpected Force Majeure type event beyond the Supplier's control has created a real obstacle to the Supplier, preventing the Supplier from completing the Deliverables. However, provided always that there shall be no Force Majeure if such delay could reasonably have been foreseen or anticipated by the Supplier on the date signing the Contract or placing the Order, or that it could have been prevented or overcome by the exercise of due diligence by the Supplier, its servants, employees or subcontractors. If the Supplier was overdue on the performance already before the occurrence of a Force Majeure, this will not affect the Supplier's responsibilities.

17.2. Neither of the Parties shall be considered in breach of an obligation under the Contract to the extent the respective Party can prove that fulfilment of the obligation has been prevented by Force Majeure. In case of Force Majeure, the delivery date of the Product shall be postponed by the number of days corresponding to the net delay in delivery of the Deliverables. Likewise, within three (3) days after the date such cause of delay ended, the Supplier shall notify the Buyer in writing of the date when such cause of delay ended. Failure by the Supplier to give such notices as aforesaid shall prevent the Supplier to

subsequently claim Force Majeure on account of such circumstances.

- 17.3. In case of strikes and lock-outs, only nation-wide industrial actions can be accepted as a Force Majeure event. Shortened working time, shortage of labour, shortage of the Supplier's material or shortages of transport are not accepted as Force Majeure relief. The Supplier is obligated to do its utmost to avoid or minimise a Force Majeure delay.
- 17.4. In case the Force Majeure lasts more than sixty (60) days, the Buyer has a right to terminate the Contract with immediate effect by providing a written notice to the Supplier.

## 18. Confidentiality

- 18.1. All documentation made available or furnished to the Supplier by the Buyer in whatever form prior to or after concluding the Contract is strictly confidential and may not be copied, disclosed or in any way transferred to use of a third party. Material may however be transferred to the subcontractors of the Supplier, if strictly necessary in purposes of fulfilling the Supplier's obligations under the Contract. Subcontractors are obliged to follow these confidentiality requirements. The Supplier shall be responsible for any breach of this confidentiality obligation.
- 18.2. Supplier may not use its collaboration with the Buyer as a reference without prior written consent from the Buyer, which consent, if any, may also be withdrawn at any time by the Buyer.

## 19. Intellectual Property Rights

- 19.1. The Supplier guarantees that at the time of delivery the Deliverables do not infringe any patents, licences or any other intellectual property rights of whatever nature of third parties. The Supplier shall indemnify the Buyer against any claims resulting from such infringements for a period of fifteen (15) years after delivery of the Deliverables to the Buyer or Enduser. Any fees which may accrue for obtaining licences shall be borne by the Supplier.
- 19.2. Over and above the Section 19.7, in case of infringement of such third party rights, the Supplier shall bear all costs related to any third-party claim based thereon against the Buyer and/or the Enduser. The Supplier shall also reimburse any damages of the Buyer arising from delayed delivery or restricted operation of the respective Buyer's project as a result of such infringements of patents, licences or any other intellectual property rights
- 19.3. All rights to the specification, plans and drawings, technical descriptions, calculations,

test results, models, mock-ups and other particulars concerning the Deliverables (the "Data and Documentation"), irrespective of the form of Data and Documentation, shall be the property of the Buyer.

- 19.4. Notwithstanding any other provisions of the Contract or a separate non-disclosure agreement between the Parties, the Buyer may, as a part of common practice in the shipbuilding industry, assign the Data and Documentation to the Enduser, to Meyer Neptun GmbH (Luxemburg), Meyer Werft GmbH & Co. KG and their affiliates and to those third parties, such as subcontractors of the Buyer, who necessarily need the Data and Documentation in purposes relating to the design, construction or maintenance of the Vessel or its sister ships.
- 19.5. To the extent it is impossible for whatever reason to transfer and assign the rights referred to in Section 19.2 to the Buyer, the Supplier grants to the Buyer an unrestricted and fully paid up worldwide, perpetual, irrevocable, transferable and sub-licensable right to use, modify, develop, distribute, create derivative works of and otherwise freely utilise the Data and Documentation.
- 19.6. For any technical or constructional innovation or new development made by the Supplier together with the Buyer in the course of designing, constructing, installing and/or commissioning of the Deliverables, patents, licences or the like can only be applied for by both the Buyer and the Supplier as separately agreed by the Parties.
- 19.7. The Supplier shall be liable to the Buyer for any damage sustained by the Buyer as a result of breach of the obligations defined above. This Section 19 shall survive the termination of the Contract.

## 20. Information Security

- 20.1. The Supplier is responsible for concealment of the Data and Documentation provided for the Supplier. The Data and Documentation may not be used, copied or brought to the knowledge or attention of any third party without the express permission in writing of the Buyer. Data and Documentation submitted by the Buyer to the Supplier shall be returned unrequested immediately after the delivery of the Deliverables.
- 20.2. Supplier undertakes to comply at all times with the Buyer's written information security instructions as set out in the Contract or as the Buyer may otherwise communicate in writing, and the regulatory information security requirements applicable to the Buyer's and the Supplier's operations.

20.3. To the extent the Supplier receives or has access to any personal data of the Buyer, the Supplier undertakes to process such personal data strictly in accordance with the Buyer's instructions and solely for purposes authorized by the Buyer. The Supplier shall comply with the Finnish Data Protection Act and any other applicable data protection legislation in the processing of personal data. The Supplier shall sign a separate data protection agreement before the processing of any personal data in the form reasonably requested by the Buyer. Supplier shall employ appropriate technical and organisational measures required for the protection of personal data processed by the Supplier against illegal or accidental loss or destruction. The Supplier undertakes not to transfer any such data outside the EU or EEA or allow access to such personal data from outside the EU or EEA without the Buyer's prior written consent.

20.4. The Supplier shall hold the Buyer harmless from and against any third party claims, actions, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees and administrative sanctions resulting from the breach of its obligations with respect to processing of personal data as referred in Section 20.

20.5. Photography at the Buyer's area is prohibited. In the case that the need for photography is justified, photographs may be taken only with permission from the Buyer's project manager in advance and in the presence of the Buyer's representative.

20.6. The Buyer may use access data collected from access badges to perform access control, verify the qualifications and permissions needed for work performance, and to direct human resources for production projects at the Shipyard, on the Vessel and within other premises of the Buyer.

## 21. Termination

21.1. Besides the statutory termination and rescission rights, the Buyer has the right to terminate the Contract with immediate effect in the following cases: (a) the delivery of Deliverables or a component thereof as specified in the Contract is delayed, or threatens to be delayed, for more than two (2) weeks; (b) the Supplier otherwise than in minor degree neglects the fulfilment of its obligations under the Contract or these MT GPC and is not able to remedy the breach within seven (7) days after the Supplier has received a written notice from the Buyer; (c) the partial or complete direct or indirect takeover of the Supplier or other change of ownership and this, according to the Buyer's opinion, may jeopardize the good continuation of the co-operation; (d) the

Supplier is subject to SANCTIONS as detailed below or is in breach of Section 22 (Sanctions) of these MT GPC; (e) when it is obvious that the Supplier is unable to fulfil the terms of the Contract because of serious financial or other comparable causes; (f) when the Supplier neglects the obligations required by the Act on the Contractor's Obligations and Liability when Works is Contracted Out (1233/2006), the Aliens Act (301/2004) or the Act on Posting Workers (447/2016); g) when the Supplier, an employee of the Supplier or its subcontractor, or any third party following the Supplier's instructions: (i) has neglected occupational safety obligations or other safety instructions and regulations stated in the Contract, in these MT GPC or otherwise stated by the Buyer; or (ii) causes intentionally damage to the Buyer or a third party, or (iii) disturbs others by ways considered criminal, or (iv) causes danger at the Shipyard or within other premises of the Buyer, and (v) this can be seen to be resulting from the Supplier's or its subcontractor's neglect to supervise their employees' or other subordinates' activities. If two (2) or more of the Supplier's or its subcontractor's employees or subordinates commit the aforementioned or similar activities, the Supplier or its subcontractor shall always be seen to have neglected to supervise their employees' activities in said way.

21.2. In case of termination of the Contract for the above mentioned reason(s), the Supplier shall compensate all the Buyer's damages and losses caused as a consequence thereof. Buyer is entitled to refrain from making any payments to the Supplier until the final amount of all damages and losses caused by the termination have been found out. In circumstances that would entitle the Buyer to terminate the Contract or any part of it, the Buyer may instead of termination also suspend the payment or the supply and delivery of the Deliverables under the Contract.

21.3. Furthermore, the Buyer shall have the right at its own discretion to terminate the Contract in whole or in part, at any time before the agreed delivery if (a) the agreement between the Buyer and the Enduser has been terminated, has expired, or has otherwise become void, or (b) the Buyer, as a result of an agreement made between the Buyer and the Enduser, has had to postpone its own delivery to the Enduser, or (c) the Buyer has not received from the Enduser a payment pertaining to the agreement, for which the Deliverables was needed, when such payment has become due, or d) in case the Enduser does not accept the Supplier or the Deliverables.

21.4. Should the Buyer, by any stipulation in the Contract or these MT GPC, use the proper right to terminate the Contract, the Buyer has the right to either carry out the delivery of the Deliverables himself or have the delivery carried out by a third



party and, if the reason for termination is attributable to the Supplier, deduct these expenses of termination and completion of the delivery from the Supplier's original Contract price or charge them from the Supplier. Additionally, in this case, the Buyer is entitled to receive compensation from the Supplier for damage resulting from the premature termination of the Contract due to the Supplier.

- 21.5. Any termination or suspension for the Buyer's convenience hereunder shall be made by notice in writing to the Supplier, specifying the Contract to be terminated or suspended and the effective date of such termination or suspension.
- 21.6. If the Buyer terminates the Contract or any part of it, the Supplier shall immediately cease all further performance of the terminated or suspended Contract and use its best efforts to minimize the costs it may incur due to such termination (including terminating relevant subcontracts) or suspension, if any.
- 21.7. If the Contract is terminated, the Supplier shall promptly make delivery of the terminated Deliverables (regardless their state of readiness) to the Buyer, if so requested by the Buyer. Title to such Deliverables shall transfer from the Supplier to the Buyer in accordance with the Contract.

## 22. Sanctions

- 22.1. The Supplier warrants that he will observe and comply with all sanctions of the United Nations, the European Union, the United States of America, the United Kingdom and Finland (hereinafter referred to as the "**SANCTIONS**") in effect now and during the performance of contractual obligations under the Contract, in particular that the performance of his contractual obligations and the delivery of the Deliverables does not and will not violate the **SANCTIONS**.
- 22.2. Further, the Supplier warrants that
- he himself and/or any of his servants, agents, employees are no sanctioned party;
  - members of the administrative, management or supervisory body of the Supplier or persons representing or supervising the Supplier are no sanctioned party;
  - he is not controlled or owned, directly or indirectly, (as defined in the **SANCTIONS**) by a sanctioned party;
  - he is not engaged in any circumvention of **SANCTIONS** under this Contract nor otherwise; and
  - has not violated any **SANCTIONS** either before or at the time of the conclusion of the Contract and is not aware of any investigation by competent national authorities or

international bodies for a possible violation of **SANCTIONS**.

- 22.3. Insofar as the Supplier is accused of a violation of **SANCTIONS** by competent national authorities or international bodies for whatever reason before or during the performance of his contractual obligations or such an accusation has already been made before the conclusion of the Contract, the Supplier shall immediately inform the Buyer comprehensively in writing about the matter. Upon request, the Supplier shall immediately provide all further information the Buyer deems appropriate. Without being requested to do so, the Supplier shall inform the Buyer if the allegation of a violation of **SANCTIONS** has been dispelled by the Supplier or if a competent authority or government has established a violation of **SANCTIONS** or has imposed a fine or other (administrative) penalty on the Supplier due to a violation.
- 22.4. The Supplier shall include a corresponding obligation of the same or at least equivalent content in its contracts with any subcontractors.
- 22.5. Compliance with the foregoing provisions shall constitute a material contractual obligation.

## 23. Miscellaneous

- 23.1. The Supplier may not assign or transfer the Contract or any rights or obligations thereunder to a third party without the Buyer's prior written consent.
- 23.2. All amendments, changes or modifications to the Contract must be made in writing and signed by authorised representatives of each Party in order to be effective.
- 23.3. The Contract or the Order together with its appendices constitutes the entire understanding between the Parties with respect to the subject matter of the Contract, and supersedes and replaces any prior proposals, negotiations, marketing materials, agreements and other written or oral communications between the Parties relating to the subject matter of the Contract.
- 23.4. The Contract shall be governed by and construed in accordance with the laws of Finland, excluding the choice of law rules. All disputes arising between the Supplier and the Buyer out of or in connection with the Contract shall be referred to the district court of Turku (Varsinais-Suomi), Finland. Reference to the dispute resolution stipulated herein shall not in any way relieve the Supplier of its obligation to continue the supply of the Product under the Contract.