

## **General Terms and Conditions of Business of ALSO Finland Oy**

### **1. Subject matter of the contract and scope of application**

1.1 These General Terms and Conditions of Business (hereinafter "GTC") govern the rights and obligations between: ALSO Finland Oy, Kalevantie 2d, 33100 Tampere, Finland (hereinafter "ALSO"), and its customers (as defined in section 1.4 below (hereinafter "Customer")) in connection with all business relationships regarding all products and services of ALSO (hereinafter "Products"). Additional terms and conditions, for example for (i) services and e-services provided or made available by ALSO (hereinafter "Special Service Terms"), (ii) products sold by ALSO (hereinafter "Special Product Terms"), or (iii) individual contracts (all duly agreed terms collectively hereinafter referred to as the "Contract") may apply and shall prevail in case of contradictions with these GTC.

1.2 These GTC also apply to all business relationships between ALSO and the Customer, even if they are not expressly agreed every time. Without the explicit written consent of ALSO, the Customer's terms and conditions of business to which the Customer refers in declarations, orders, offers or invitations to offers and so forth shall not be applicable. The provision or delivery of Products by ALSO does not constitute a (tacit) consent to such terms of purchase.

1.3 An individual written agreement between ALSO and the Customer (hereinafter "Individual Contract") takes precedence over these GTC, provided that this is expressly stated in the Individual Contract.

1.4 Customer means a company or a sole proprietorship that is registered with the Finnish Trade Register, concluding agreements with ALSO that are directly related to their business activity for further resale and of professional character to them. By accepting these GTC, the Customer confirms that it fulfils the criteria described in the above definition and that it is not acting in the capacity of a consumer as defined in the Finnish Consumer Protection Act.

### **2. Offer and conclusion of Contract**

2.1 Offers from ALSO are non-binding and solely constitute an offer to the Customer to make an offer itself (hereinafter "Order"). Drawings, images, dimensions, weights and other services only represent approximate values and in particular do not constitute warranted characteristics, unless they are expressly agreed as such in writing.

2.2 To become legally effective and a binding Contract between ALSO and the Customer, Orders must be confirmed by ALSO in writing or by electronic means. In case of immediate delivery, a written confirmation may be replaced by a delivery note or an invoice from ALSO.

2.3 The Customer is bound by the Orders it places verbally (e.g. by telephone), in writing or by electronic means.

2.4 The conclusion of the Contract is in all circumstances subject to authentication of the Customer, which will only be granted if all of the following are present: the Customer has been accepted by ALSO as a customer and created as such in ALSO's customer base, the explicit acceptance of these GTC, and a positive creditworthiness check of the Customer including ALSO approved line of credit (see clause 3.4).

2.5 Order amendments or cancellations requested by the Customer are subject to the written consent of ALSO and, if necessary, will be processed pursuant to the rules on returns in section 7. ALSO reserves the right to invoice the Customer for any costs incurred or for administrative charges.

2.6. The Customer must report to ALSO without delay but at least within a timeframe of six (6) days after discovery of any inconsistencies between the content of the Order placed by the Customer and the data recorded by ALSO, otherwise it forfeits all rights.

### **3. Collaboration**

3.1 The Customer must notify ALSO without delay of all information required for performance of the Contract and must ensure that it fulfils all obligations to cooperate without delay and to the extent required. The Customer must grant ALSO the necessary access to its premises, systems and resources.

3.2 The Customer undertakes to report to ALSO without delay any significant changes to its enterprise, e.g. concerning business and delivery address, shareholders, legal form, as well as any possible financial problems which could jeopardise the existence of the business.

3.3 The Customer authorises ALSO to obtain information from third parties concerning the Customer's legal and financial situation. The Customer provides ALSO with documents or information whenever requested (e.g. to clarify creditworthiness, collections, etc.).

3.4 For each Customer, ALSO will also set an individual credit limit and any other special conditions according to the level of annual sales planned by the Customer and its creditworthiness. In the event that ALSO is of the opinion that there are signs of insolvency or if ALSO has other doubts about the Customer's creditworthiness, ALSO reserves the right at any time to adjust the credit limit or require advance payments.

3.5 As long as the purchase price agreed in the Contract has not been paid in full, the Customer is obliged to maintain the Products delivered by ALSO, to treat them with care and to insure them against all possible damage and loss.

3.6 If a Customer makes a call-off order that exceeds its credit limit, an advance payment has not been made on time, or the Customer fails to fulfil its collaboration obligations, ALSO is released from its delivery obligation. If a Customer exceeds its credit limit or receives a negative credit check, it will be offered the option to call-off the goods against advance payment. Customer shall reimburse ALSO for the resulting additional expense, without prejudice to ALSO's right to claim damages for the default. ALSO shall be entitled to take all necessary measures to avert or minimise any damage.

3.7 Customer undertakes to not, without the prior written consent of ALSO or the manufacturer of the Products, use, sell, resell, transfer or promote the Products whether directly or indirectly:

a) to be used or incorporated as part of any aircraft, spacecraft, military or naval missile or unmanned air vehicle or ground support or control equipment used for the purpose of guidance, navigation or direction of any aircraft, spacecraft or military or naval missile;

b) for use in the design, development, production or use of nuclear, biological or chemical weapons, missiles, weapons of mass destruction, unmanned aircraft or use in support of terrorism;

c) for use in high risk scenarios where failure or fault of any kind of the Product could reasonably be seen to lead to death or serious bodily injury, or to severe damage to tangible or intangible property or the environment;

d) to any military end users, or for any military end use.

#### **4. Prices**

4.1 Unless otherwise specified, the prices set or confirmed by ALSO are denominated in Euro (EUR), excluding value added tax. ALSO reserves the right to adjust prices and conditions at any time without prior notice and without the Customer having the right to terminate the contract prematurely or claim damages. Price increases, particularly due to increases by manufacturers, suppliers, insurance companies, public charges, inflation, currency fluctuations, etc., remain reserved up until to the delivery of the goods or the issuance of the invoice, whichever occurs later.

4.2 For project transactions, project prices that deviate from the ALSO price lists may apply. These are subject to approval by the respective manufacturer/supplier. The Customer is obliged to comply with the respective conditions of the manufacturer for the project transaction. This particularly applies to the proof of end-customer verification, which must be provided no later than ten (10) days after delivery to the end customer.

4.3 The Customer is obliged to observe the respective guidelines relating to project business activities. In case Customer infringes ALSO's guideline or the guideline of the manufacturer, ALSO has the right to invoice any improperly claimed or paid amounts and ALSO and/or the manufacturer may exclude Customer from any future special project prices.

#### **5. Delivery**

5.1 ALSO will only deliver the ordered Products within Finland and ex ALSO warehouse (CIP, Incoterms® 2020). Without additional explicit and written agreement, ALSO does not perform export services on behalf of the Customer and not act as an exporter.

5.2 The Customer may collect the Products or arrange for the Products to be collected from ALSO during business hours. At the Customer's request, the Products will be forwarded by ALSO or by a third party commissioned by ALSO. For the option to collect the Products, the Customer must, within five days of the invoice date, either collect the Products or arrange for them to be collected. The risks pass to the Customer once the invoice is issued. During the collection period, ALSO will hold the Products for safekeeping at the Customers' expense and risk. If the Customer does not collect the Products within this collection period, Customer is in default of acceptance. In this event, ALSO is entitled either to store the Products or to arrange for them to be stored at third parties, to forward the Products to the Customer, or to withdraw from the Contract. ALSO will charge the storage and forwarding costs to the Customer. The same rule shall apply to unforeseen interim storage, for which ALSO is not responsible.

5.3 The Customer must check the Products immediately after delivery or collection for completeness, conformity with the delivery documents and defects, and must report any identifiable deviations and defects in writing without delay. If no complaint is issued within six (6) days of receipt or start of the Products, the delivery is deemed to have been performed in accordance with the Contract, unless the deviation was not identifiable despite thorough examination. Furthermore, transport damage or missing quantities which are apparent at the time of delivery must be recorded on the delivery note. Defects which are not notified are deemed to have been approved.

5.4 Minor deviations and defects do not entitle Customer to withhold acceptance but must be corrected by ALSO within a reasonable period of time.

5.5 Unless Customer identifies material deviations, in accordance with sections 5.1 up to and including 5.4, and defects within the agreed time period, the Products shall automatically be deemed accepted.

5.6 The place of performance for the Products is the registered office of ALSO.

5.7 Deadlines and delivery periods are non-binding. The information is provided in good faith, although without warranty, and is subject to the punctual delivery to ALSO by manufacturers and suppliers. ALSO is only liable if fixed deadlines expressly affirmed in writing by ALSO are not

met. An agreed deadline will always be extended by the period by which the Customer itself is delayed in fulfilling its obligations agreed in the Contract.

5.8 ALSO is entitled to make partial deliveries and perform partial services.

## **6. Payment terms**

6.1 All invoices from ALSO must be paid no later than on the date stated on the invoice as the final due payment date. Once this payment period has expired, the Customer is immediately deemed to be in arrears without any reminder being issued. The Customer shall pay default interest on any overdue amount in accordance with the Finnish Interest Act (633/1982).

6.2 If the Customer falls into payment arrears, all claims immediately become due for payment and ALSO is entitled, without a specific reminder, to make the provision and delivery of further Products dependent on full payment of outstanding invoices, advance payments or other collateral.

6.3 ALSO is also entitled to suspend or terminate the provisioning or delivery of Products to the Customer as soon as the Customer is in payment arrears according to these GTC or any Contract. All consequences arising from such suspension or termination of provisioning or delivery of Products shall be borne exclusively by the Customer. ALSO reserves the right to require an appropriate fee for resuming the provision or delivery.

6.4 In particular, ALSO is entitled to claim reimbursement of all costs for reminders, collections, legal and court proceedings and for further damages. ALSO reserves the right, after the second reminder, to levy an administrative charge of EUR 50.00 and, for unsuccessful payment negotiations or for an instalment agreement, a one-off handling charge of EUR 150.00 (e.g., for third reminder, postage, investigations, clarifications and gathering of information/third-party services, etc.).

6.5 Payments from the Customer that cannot be allocated to an invoice, issued credit notes or another open item of the Customer are left as a credit (hereinafter "Credit"). Credits are visible on the open items list for at least one (1) year from the Credit date. After the expiry of three (3) years from the Credit date, ALSO is entitled to write off the

amount. From this point in time, the Customer shall waive the right to reclaim the Credit amount.

## **7. Product returns**

7.1 In principle, it is not possible to exchange or return Products. Products can only be exchanged or returned following prior written agreement or in accordance with the applicable return policies with ALSO. Only Products purchased from ALSO can be returned. It is the Customer's responsibility to provide proof of purchase (copy of delivery note or invoice). Before returning Products, the Customer must request a return material authorization number to return the Products (hereinafter "RMA") from ALSO within twenty (20) calendar days of the invoice date. The RMA is valid for fourteen (14) calendar days from RMA confirmation. Products must always be returned to ALSO or to the specified place of return within this 14-day period in undamaged and unopened packaging, together with a copy of delivery note or invoice and the reason for return, for the account and at the risk of the Customer. In case of faulty or defect Products, a detailed description of the fault/defect must be provided, the Customer needs to be provided by the Customer. If prices have changed in the interim, ALSO reserves the right to credit the goods value on the basis of the lower price and to invoice a flat-rate administrative fee in accordance with the current price list for the handling of the return consignment. The return of the Products, including but not limited to the associated transport, shall be at cost and risk of the Customer.

7.2 When returning defective Products, the Customer must always adhere to the set procedures defined by ALSO or by the respective manufacturer/supplier for handling returns. In the case of returns which do not include a description of the fault/defect, ALSO is entitled to conduct a fault analysis at the Customer's expense.

7.3 ALSO reserves the right to return Products to the Customer whose original packaging is missing, defective or damaged, which were returned without a returns number or were returned after the specified deadline. These returns are made at the Customers' expense and risk. If ALSO accepts the incorrectly completed return, ALSO may reduce the purchase price when calculating the refund. The decisive condition of the returned Products shall be the condition upon receipt of the Products by the responsible ALSO return point.

7.4 Products which are not charged or without processing number will not be accepted by ALSO (rejection of acceptance) and at the expense and risk of the Customer be sent back to the Customer. Customer bears costs of verification and the dispatch of unauthorized returns.

7.5 In the event that a decision by the manufacturer of the returned Products may be required, ALSO reserves the right to withhold payment until the case is finally resolved.

7.6 No new warranty deadlines shall come into force through the exchange of single parts, modules or whole appliances regarding the claims and rights owing to defects. This shall not include statute of limitations regarding the parts affected by the correction of defects.

## **8. E-services**

8.1 ALSO offers its customers, in the context of performing its Contracts, the use of services via various electronic software solutions and systems (e-service solutions for ordering systems, online shops, warehousing, etc., hereinafter "E-Services"). Additional Special Service Terms apply for the use of certain E-Services.

8.2 If ALSO provides the Customer with software for using an E-Service, the Customer must accept the licensor's terms and conditions before using the E-Service. Not limiting the application of any section of the GTC, the Customer is particularly required to comply with Data Security requirements (including but not limited to clause 13) when using E-Services.

8.3 Unless specifically stated, the Customer must provide hardware and software with the required technical functionality for using the E-Service. The Customer is responsible for the hardware and software within its control. If user data need to be entered, the Customer is responsible for inputting and maintaining these, for their content and for processing them lawfully.

8.4 As soon as the customer onboarding procedure is fulfilled, the Customer receives the required access details, comprising name (user ID) and password (login), to access the protected customer area. As master administrator, the Customer must ensure that ALSO always has up-to-date information about the authorised users and controller(s). The Customer shall delete the E-Service access and change the previously used password without undue delay

after a person authorized to access the E-Service has left the Customer's company or an access of the respective person is no longer required for other reasons. ALSO reserves the right to block Customers access to the E-Services in case of good cause (e.g. in the event of default in, breach of the collaboration obligations, etc.) or in case of suspected fraud.

8.5 Access details and other identifiers are personal, and authorised users must keep them secret and not disclose them to unauthorised persons. Passwords must not be easy to guess or stored on the browser or computer of the Customer or third party. Passwords must be changed at least every three (3) months or more often if required so by ALSO. The Customer undertakes to activate Multi-Factor Authentication for its E-Service login as well as its email address related to this login account.

8.6 The E-Services are available to use either free of charge or against payment. The obligation to pay begins at the latest when the particular service is used, provided or subscribed.

8.7 As soon as the E-Service is granted, the Customer receives the non-exclusive right to use the E-Service. It is not permitted to grant sublicences or transfer the rights to use E-Services to third parties without ALSO's written consent. All rights are retained by ALSO and/or the licensor.

8.8 The Customer is not permitted to use access details, data or content for other than the intended purpose or for its own purposes. The Customer and the respective authorised users are responsible and liable for using and calling the E-Service lawfully and in accordance with the Contract. The software solution of the respective E-Service may not be reversed, assembled, decompiled, processed, altered or otherwise decrypted.

8.9 ALSO reserves the right at any time to alter the scope of the E-Service, including of the respective software solution and Special Service Terms, and to adapt it to current requirements.

8.10 ALSO offers the ALSO Cloud Marketplace (hereinafter "ACMP"), which is a comprehensive online marketplace for sales, support, reporting and self-service with a wide range of cloud services to Customer. To be entitled to make use of the ACMP, the Customer has to accept separate ACMP-related terms and conditions.

## 9. Software

9.1 All trademarks on the Products are and remain the intellectual property of the respective supplier/manufacturer. For the use of these trademarks, prior written approval of the respective supplier/manufacturer is required. All use and delivery of software is subject to the licence agreement accompanying the Products.

9.2 ALSO disclaims any liability for the infringement of intellectual property rights in case the Products are exported out of the country to which ALSO delivered the Products, as ALSO may not guarantee that all rights are protected there.

9.3 If a third party asserts claims against the Customer or its customers on the grounds of a breach of a patent, copyright, trademark or other industrial property right caused by delivered third-party products, the Customer shall inform ALSO in writing and without delay about any such breaches or asserted claims. ALSO shall forward this information to the supplier and/or manufacturer without delay, and require them to take measures to settle the situation.

9.4 In addition to section 9.1 and 11.3, ALSO excludes any and all liability for open source software used by itself or by third parties. ALSO excludes any liability and warranty for all software made available, its installation and its error-free operation.

9.5 When reselling or lawfully sharing software or digital content, the Customer undertakes to transfer the obligations arising from the software manufacturer's terms and conditions of utilisation and guarantee to the respective purchaser.

9.6 Customer must ensure that it only resells academic, government or nonprofit offers to customers who meet the respective eligibility requirements.

9.7 The Customer must establish suitable organisational measures to ensure that software and digital content cannot be unlawfully copied. The Customer undertakes to adhere to the corresponding instructions of the licensor.

## 10. Warranty and guarantee

10.1 The Customer acknowledges that ALSO does not check incoming goods delivered by manufacturers or suppliers for material defects or functionality. Responsibility for the selection, configuration, deployment and use of Products and the results achieved with them lies with the Customer.

10.2 ALSO's warranty does not apply to resources provided by Customer, even if these were procured by ALSO on behalf of Customer.

10.3 The scope of the warranty is determined primarily by the properties warranted in the order confirmation and secondarily by the Product description of the manufacturer or supplier.

10.4 In the absence of an explicit assurance, no warranties will be given to Customers. In respect of products from third parties, ALSO is only liable to Customers to the extent that the third party (e.g. manufacturer, deliverer, importer, licensor, service provider) is itself liable to ALSO. The only obligation of ALSO is to assign any warranty and/or guarantee claims it may itself have against third parties – where applicable – to the Customer. The Customer acknowledges that, on account of the respective applicable provisions of the third party, any warranty will generally be limited at the third party's choice to rectification of the defect, delivery of fault-free replacement goods or a credit note.

10.5 Warranty is excluded in the case of defects due to one of the following causes: a) inadequate or interrupted maintenance; b) failure to observe the operating or installation instructions; c) improper use of the Products or use of Product in a manner contrary to instructions of the manual; d) use of unapproved parts and accessories; e) natural wear or end of life; f) improper handling or treatment; g) unauthorised modification, alteration or repair by the Customer or third parties; h) where the serial number is defaced; i) external influences, in particular force majeure as well as other reasons for which neither ALSO nor the manufacturer/supplier are liable (force majeure).

10.6 A guarantee is a voluntary contractual service provided by the manufacturer/supplier that goes beyond the usual warranty claims. The Customer will be charged for services under the guarantee that are not provided by the manufacturer/supplier.

10.7 Defects covered by warranty do not entitle the Customer to withdraw from the purchase or to declare this rescinded.

10.8 ALSO warrants that it will provide services expertly and carefully. It is only liable to perform a contract for work and services if this is explicitly stated in the Contract.

10.9 In particular, ALSO gives no warranty in the case of services that its electronic systems (including but not limited to ALSO's platform as a service offerings, E-Services, etc.) and interfaces will function without interruption, that data will not be lost or that data will not be destroyed when being transferred.

10.10 Its representations and warranties do not cover the availability, topicality and accuracy of content of data and information provided to the Customer electronically.

## 11. Liability

11.1 ALSO is only liable for damages arising under warranty. All additional liability on the part of ALSO, its agents and third parties acting on ALSO's behalf for any type of damage and on any legal ground is excluded to the maximum extent permitted by law. In particular, ALSO is not liable for damages not incurred by the Product itself, such as consequential damages, loss of earnings or other material or immaterial damages of the injured party.

11.2 Beyond this, ALSO's liability, if any, is restricted to direct damages up to the respective purchase price agreed in the Contract and only if the Customer demonstrates that these were caused intentionally or by gross negligence or omission on the part of ALSO.

11.3 ALSO accepts no liability for any software made available by ALSO or third parties (including but not limited to web applications, platform as a service offering, etc.), or for its installation or error-free, uninterrupted operation. In particular, it is not liable for error-free handling, accuracy and completeness, data loss, misuse or other indirect damages such as lost profit, sales, earnings, or revenue, production downtime, delay damages, lost savings, loss or corruption of data, and repair costs to remedy damage caused by defects.

11.4 The Products are intended for normal commercial or private utilisation in accordance with the operating

instructions. For the purpose of clarity but without limitation, they are not intended to be used for any possible application as mentioned in section 3.7. All possible liability for use in these fields is herewith rejected.

11.5 The Customer shall be liable to ALSO and indemnify ALSO in respect of any damages, regardless of the legal basis, which are attributable to i) delivered Products or ii) non-contractually compliant utilisation of Products by the Customer or third party including the failure to adhere to the provisions on collaboration according section 3.7. Should ALSO be the subject of legal proceedings brought by a manufacturer, supplier and/or governmental body on the grounds that the Customer has failed to adhere to such provisions and (contractual) conditions, then the Customer shall comprehensively indemnify ALSO, including for the costs of law enforcement.

## **12. Termination of the Contract**

12.1 Where the Contract has been concluded for an indefinite period, the Customer and ALSO may each give notice (in writing or by email to [legal@also.com](mailto:legal@also.com) signed with a valid electronic signature) at least one (1) month prior notice to the end of a month that they want to terminate the Contract. The moment when received the notice will be regarded as the date of the notice.

12.2 ALSO may end the Contract, without being due compensation of any kind, at any time for good cause. In particular, good cause is deemed to be present in the following cases: a) the Customer's repeated delays in payment and default, b) the Customer's bankruptcy, suspension of payments or creditors' agreement or any of these situations being imminent (e.g. due to court filing), c) a change in the control over the Customer, d) moratorium, e) force majeure, f) the Customer's failure to comply with confidentiality, data security or data protection provisions, g) the Customer's persistent serious breach of material contractual duties, as well as if providers that ALSO involves to perform the Contract terminate their relationship with ALSO or impose restrictive terms on application.

12.3 Following termination of the Contract, all rights of the Customer to use the services and their content expire. This also applies if individual Products have been provided to optimise personal use and/or server performance. ALSO will also delete the user data contained in the service.

12.4 Following termination of the Contract, the Customer shall return to ALSO all data and intellectual property rights, except where stated differently in the Contract or where prohibited by law.

12.5 ALSO reserves the right to claim compensation for damages and other expenses for premature termination due to breach of Contract, misuse or for any other good cause.

## **13. Data Security**

13.1 When using E-Services of ALSO, the Customer undertakes to take appropriate, state-of-the-art technical measures to protect against misuse of data and unauthorised access to the infrastructure. The Customer is responsible for controlling access, ensuring security and protecting the files on its system and during transmission. It undertakes to regularly secure and protect its data. Any necessary technical requirements for the use of E-Services may be specified in Special Service Terms.

13.2 The Customer undertakes that it, its employees and third parties will comply with the operational, technical and security-relevant regulations and planned protective measures in accordance with the latest state of technology and knowledge, in particular with regard to access and access requirements for systems and password and identification features (passwords, login data, etc.). The Customer is solely responsible for ensuring information security.

13.3 Customer shall inform ALSO without delay should it no longer be able to fulfil its obligations with regard to this section or should a breach have occurred.

## **14. Intellectual property rights**

14.1 All proprietary rights to the Products, whether protected by copyright or other intellectual property rights or not, shall remain the property of the manufacturer, supplier, licensor or of ALSO. They may not be used or copied without the express consent of ALSO or the third party. All software supplied to Customer under a Contract is supplied subject to the respective license regulations.

14.2 Nothing in the Contract grants the Customer a right to such intellectual property or a claim to such intellectual property. The Customer agrees not to modify, vary,

enhance, copy, reproduce, adapt, disassemble, decompile, reverse engineer, translate, sub-lease, or license the software, and agrees to pass copies of all licence agreements and all other documents accompanying the Products on to its own customers. The Customer is not entitled to remove copyright, brand or patent symbols, serial numbers or confidential notes that are on or with the Products.

14.3 In particular, the name and/or logo of ALSO must not be used in any form without the prior written consent of ALSO. Approval may be refused or revoked by ALSO at any time. The same applies to names and logos of manufacturers.

14.4 Customer is required to adhere and to respect all applicable intellectual property rights in connection with services or E-Services as provided by ALSO, e.g. in the context of platform as a service offering.

14.5 The Customer agrees that ALSO shall not be liable for any infringements of any intellectual property rights due to a potential misuse by the Customer. The Customer shall indemnify ALSO from any claims regarding intellectual property right infringements that might arise in connection with a misuse of a Product.

## **15. No representation of ALSO by Customer**

15.1 The Customer buys and delivers the Products to its own customers in its own name, on its own account and at its own risk. The Customer is not entitled to act towards its customers or other third parties in the name or as representative of ALSO or to conclude any transactions or contracts on behalf of ALSO. The Customer undertakes to hold the necessary authorisations from the respective manufacturers and suppliers for the resale of Products and to adhere to the (contractual) resale provisions and conditions of the manufacturers and suppliers, if necessary requiring its customers to comply with these.

## **16. Subcontracting by ALSO**

16.1 For the purpose of fulfilling its obligations, ALSO may engage at its own discretion agents and third parties (in particular subcontractors) or employees of such third parties. However, ALSO remains responsible towards the Customer for providing the service and selling the Products. Where third parties are used at the Customer's request, the Customer is solely liable for the risk of non-

performance or poor performance by the subcontractor concerned.

## **17. Assignment / set-off**

17.1 In the absence of ALSO's written consent, the Customer is not entitled to assign rights and obligations and any claims against ALSO or to set these off against claims which ALSO has against the Customer.

17.2 ALSO may at any time transfer or assign the rights and obligations arising out of the Contract.

## **18. Confidentiality obligation**

18.1 ALSO and the Customer undertake to keep facts and data confidential that are neither public nor generally accessible. These include, in particular, prices, information about prices, availability, product data or availability and other confidential data and information of a commercial nature, e.g., discounts, retailers' margins, bonuses, configurations, content of e-service solutions tools or other advance performances and personal data. In case of doubt, all information and data must be treated confidentially. This obligation must also be imposed in writing on third parties involved (e.g., employees, agents, contractors). The Customer undertakes to use these facts and data only for the purpose of the contractual relationship with ALSO and not to pass them on to third parties without ALSO's prior, explicit, written consent. The duty of confidentiality shall continue to exist after termination of the contractual relationship or after fulfilment of the Contract. This shall not affect any legal obligations to provide information.

## **19. Data protection**

19.1 ALSO and Customer shall comply with applicable data protection law when processing customer personal data including but not limited to European data protection law (Regulation (EU) 2016/679 (General Data Protection Regulation, GDPR)) and its implementing acts, where applicable.

19.2 ALSO publishes its principles of customer personal data processing as well as any related updates on the Internet at [https://www.also.com/ec/cms5/en\\_5710/5710/legal/data-privacy-statement/index.jsp](https://www.also.com/ec/cms5/en_5710/5710/legal/data-privacy-statement/index.jsp). The Customer declares that it has taken note of the data protection declaration and, to the extent legally required, has informed its

customers accordingly or obtained their valid consent for the processing of their personal data.

19.3 If ALSO processes personal data on behalf of the Customer as a processor, a separate data processing contract must be concluded. For example, this may be relevant in connection with cloud services, support, maintenance, repair, and any warranty work.

19.4 Customer is responsible for establishing appropriate data protection regulations in contractual relationships with third parties and with its end customers, and for informing the third parties concerned about the processing, storage, and forwarding of data and, if necessary, about data processing by ALSO. The Customer is responsible for obtaining the necessary consents for this from the third parties concerned, as may be legally required, and for submitting them to ALSO on request.

19.5 Customer authorizes ALSO to process data about Customer received with regard to the business relationship or in connection with it, no matter whether it came from Customer or from third parties, within the context of the data protection laws.

19.6 Customer acknowledges that ALSO may give detailed information on products, amounts, turnovers, as well as name and address-information of Customer to its suppliers (sell-out-reporting) in order to fulfil its contractual duties, especially for project-deals (end-user-business supported by suppliers).

19.7 Moreover Customer agrees that ALSO may forward the data within ALSO Group and to third parties for means of contract fulfilment and checking of payment behaviour or decisions on credit and collection. Customer acknowledges the data to be transferred abroad, if considered necessary by ALSO.

## 20. Export

20.1 The export and re-export of items (goods, software, technology/knowhow and services) by Customers is subject to national and international export and export control provisions, including but not limited to sanctions restrictions of general, sectoral, personal and/or other nature, which can be updated from time to time (not exhaustive examples: United Nations Sanctions list, Specially Designated Nationals List of the US Office of Foreign

Assets Control, Sectoral Sanctions Identifications List of the US Office of Foreign Assets Control, lists of natural persons and entities designated by the EU). The Customer undertakes to independently inform itself about and comply with the relevant foreign trade regulations and export control provisions, and to independently obtain the necessary permits from the relevant foreign trade authorities before exporting items (goods, software, technology/knowhow and services). Each further delivery of items (goods, software, technology/ knowhow and services) by the Customer to third parties (i.e., to end customers, group affiliates of the Customer), with or without the knowledge of ALSO, also requires the transfer of export license conditions as well as data and information relevant to applicable export control law/s. ALSO is entitled to request additional statements from the Customer or end customer if it is conducive to minimizing risk with regard to sanction violations. If claims are brought against ALSO on the grounds that the Customer has failed to obtain the export licenses as well as data and information relevant to applicable export control law/s required for the items (goods, software, technology/ knowhow and services) delivered by ALSO, then the Customer must comprehensively indemnify ALSO, including for law enforcement costs.

### 20.2 No re-export to Russia or Belarus

a) Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. Nor shall the Customer provide technical assistance, brokering services or other services related to the goods and technology supplied under or in connection with this Agreement, directly or indirectly, to any natural or legal person, entity or body in Russia or Belarus or for use in Russia or Belarus. <https://EUsanctions.integrityline.com>.

b) Customer shall undertake its best efforts to ensure that the purpose of paragraph 1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.

c) Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 1.

d) Any violation of paragraphs 1), 2) or 3) shall constitute a material breach of an essential element of this Agreement, and ALSO shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of this Agreement; and (ii) a penalty of 20% of the total value of this Agreement or price of the goods exported, whichever is higher.

e) Customer shall immediately inform ALSO about any problems in applying paragraphs 1, 2 or 3, including any relevant activities by third parties that could frustrate the purpose of paragraph 1. Customer shall make available to ALSO all information concerning compliance with the obligations under paragraphs 1), 2) and 3) within two (2) weeks of the simple request of such information.

20.3 If Customer is aware of any facts raising the suspicion of non-compliance in relation with the execution of the Contract by either Customer or ALSO, Customer shall inform ALSO without undue delay via email to [compliance@also.com](mailto:compliance@also.com) and [export-management-ch@also.com](mailto:export-management-ch@also.com).

## 21. Anti-corruption

21.1 Customer guarantees that it will undertake nothing nor authorise nor permit any course of action that ALSO considers as corrupt practice according to applicable law – such as – the Finnish Criminal Code, the Finnish Competition Act and any other local or global legislation to the extent applicable. The attempted or actual bribery or direct or indirect influencing of a government official or a political party with money or other items of value and participation in such an act to win business for them or ALSO or to obtain it are particularly considered to constitute such practices.

21.2 ALSO's representatives and employees, as well as those of the Customer, are instructed to inform ALSO without delay of any violations of this provision of which they become aware via email to [compliance@also.com](mailto:compliance@also.com).

21.3 A culpable breach of the obligations under section 21 entitles ALSO to terminate existing agreements or Contracts with immediate effect without notice or to withdraw from them without cost consequences for ALSO, without prejudice to other rights. ALSO reserves the right to claim compensation for any other damages.

## 22. Sustainability & ESG

22.1 ALSO expects Customer to transparently apply the highest level of due diligence sustainability standards, in compliance with these GTC and applicable laws. For the avoidance of doubt, this implies as a minimum, the implementation of the ten principles of the UN Global Compact, the OECD Due Diligence Guidance for Responsible Business Conduct, the UN Guiding Principles on Business and Human Rights, the ILO Conventions Nos 138 and 182 and the ILO-IOE Child Labour Guidance Tool for Business.

## 23. Reservation of legal title

23.1 The Products delivered by ALSO remain the property of ALSO until ALSO has received the purchase price in full and in accordance with the contractual provisions. Up to this date, ALSO is entitled to record the reservation of legal title in the reservation of title register at the respective location of the item.

23.2 If ALSO provides a Product or item of equipment on a rental or loan basis, it remains the property of ALSO for the entire period it is rented or loaned. It is prohibited to encumber such property in any way. The Customer must maintain the product, treat it with care, and insure and protect it against all usual risks.

23.3 In the event of seizure, retention or attachment, the Customer undertakes to inform ALSO without delay and notify the authorities that ALSO is the owner. If the Customer stops purchasing a service, it undertakes to send the Product back in an undamaged condition and within the deadline specified by ALSO. If the Customer fails to fulfil its obligations, ALSO reserves the right to invoice the Customer for the equipment. The Customer undertakes to completely and irrevocably delete any and all data saved on the product before returning it to ALSO.

23.4 Any right of retention the Customer may have in respect of ALSO's Products is completely excluded.

23.5 If, before title to the Products passes to Customer, Customer becomes subject to an insolvency event, or ALSO reasonably believes that such event is about to happen, then, provided that the Products have not yet been resold or irrevocably incorporated into another product, and without limiting any other right or remedy that ALSO may have, ALSO may at any time require Customer to

deliver up the Products and, may enter any premises of the Customer or of any third party where the products are stored, in order to inspect and/or recover them. Accordingly, Customer grants ALSO, its agents and employees an irrevocable right to enter at any time without restriction any premises where the Products are or may be stored without prior notice in order to inspect them, or to recover them.

#### **24. Amendments to these GTC**

24.1 ALSO reserves the right to amend these GTC at any time.

#### **25. Severability clause**

25.1 Should a provision in these GTC or other agreements and Contracts concluded thereunder be or become ineffective, this shall not affect the validity of the remaining provisions of the GTC or the remaining contractual conditions and agreements as a whole.

#### **26. Force Majeure**

26.1 ALSO shall not be liable to the other for any failure to fulfil obligations caused by circumstances of force majeure that are outside of ALSO's reasonable control, for example coercive actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, terrorist act, sabotage, civil commotion, epidemic, pandemic, quarantine, breakdown of web host, breakdown of internet service provider or communication facilities, generalized lack of availability of raw materials and energy and labor problems (including lock-outs, strikes and slowdowns) or other supply chain disruptions. Delays in delivery and performance pursuant to force majeure circumstances entitle ALSO to postpone delivery or performance by the duration of such disruption, plus an appropriate start-up period, or to wholly or partially withdraw from the contract, if it has not yet been fully fulfilled. The Customer shall have no grounds to claim damages if this extends the delivery time or releases ALSO from its obligation.

26.2 For the avoidance of doubt, force majeure does not include a change in economic or financial circumstances.

#### **27. Applicable law and jurisdiction**

27.1 The contractual relations of the parties, including these GTC and all contracts or individual agreements concluded thereunder, are subject exclusively to substantive laws of Finland, excluding the conflict of law provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Sales Convention) and the Hague Convention and private international law. Any dispute, controversy or claim arising out of or relating to this Agreement, 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. The arbitral tribunal shall consist of three (3) arbitrators, unless the Parties agree otherwise. The seat of arbitration shall be (Tampere), Finland, and the language of the arbitration shall be (English / Finnish), unless the Parties agree otherwise.

Notwithstanding beforementioned, if a dispute concerns the collection of ALSO's undisputed receivables, ALSO may submit such matter to the District Court of Tampere (Pirkanmaan käräjäoikeus), which shall have jurisdiction.

#### **28. Miscellaneous**

28.1 If the Contract or any other notice requires written form, electronic signature services from trusted service providers recognized by ALSO are deemed sufficient unless otherwise agreed.

28.2 This GTC might be provided in another language additional to English. In the event of any controversy or dispute, the English version shall prevail.