



# Standard Terms & Conditions of Purchase

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Effective January 1, 2023

Finland

MARIOFF CORPORATION OY



1. **ACCEPTANCE:** This Terms and Conditions document along with the attached order (collectively, the "Order") is Buyer's offer to purchase the goods and/or services described on the Order from the vendor listed on the front of this order ("Seller"). Buyer's placement of the Order with Seller is expressly conditioned upon Seller's acceptance of all of the terms and conditions of purchase referenced in, contained on or attached to the Order. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS WHICH MAY APPEAR IN ANY COMMUNICATION FROM SELLER, WHETHER SENT PRIOR TO, CONTEMPORANEOUSLY WITH OR AFTER THIS ORDER IS MADE, ARE HEREBY EXPRESSLY OBJECTED TO AND SHALL NOT BE EFFECTIVE OR BINDING UNLESS SPECIFICALLY AGREED TO IN WRITING BY Buyer'S PURCHASING DEPARTMENT. NO SUCH ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY PRINTED FORM OF SELLER SHALL BECOME PART OF THIS ORDER DESPITE Buyer'S ACCEPTANCE OF GOODS OR SERVICES, UNLESS SUCH ACCEPTANCE SPECIFICALLY RECOGNIZES AND ASSENTS TO THEIR INCLUSIONS AND IS SIGNED BY AN AUTHORIZED AGENT OF Buyer. Any objection by Seller to the terms and conditions hereof shall be ineffective unless Buyer is advised in writing thereof within ten days of the date of this Order.

2. **DELIVERY:** The delivery term is DAP (Kerava – Marioff Factory) (INCOTERMS 2010), unless otherwise agreed in writing. Title to the Parts shall pass upon delivery to Buyer's receiving facility.

Time is of the essence for delivery, and Buyer may terminate this Order if delivery is not made or services are not performed by the dates specified in this Order. No change in the scheduled delivery date or performance will be permitted without Buyer's prior written consent. Partial deliveries are not allowed, unless expressly accepted in writing on a case by case basis by Buyer prior to the respective delivery. Acceptance of goods or services shall not constitute a waiver of any of Buyer's rights or claims, including claims for late delivery. This Order requires 100% on time delivery. Goods delivered early or late may result in cancellation, refusal, or financial penalties. Buyer is entitled to liquidated damages of three percent (3%) of the total price of the Order per each week or part thereof up to a maximum of twenty-one percent (21%) of the total price of the said Order.

3. **PACKAGING:** Seller shall be responsible at his own expense for the safe and suitable packaging and labeling of the products. Packing, preservation, labeling and marking will be in accordance with the specification drawing or as specified in the Order, or if not specified, the best commercially accepted practice, consistent with applicable law. The gross and net weight, shipping address, mode of packing, and in case of over-dimensional shipment the hook-points and stacking ability shall be marked on the packing. Each shipment made by Seller shall include a packing list containing, if applicable, the purchase order number, Buyer's product identification and part number, quantity shipped, date of shipment, country of origin, product gross and net weight, product dimensions, composition by box or other packaging unit, quantity of boxes or other packaging units and quantities missing in relation to those stated on the Order and such other information as Buyer may reasonably request or is required by applicable law.

4. **PRICES, INVOICES:** The price is stated on the Order, however, it is agreed that the goods or services shall be billed at the price last quoted, and includes applicable taxes, exclusive of value-added tax (VAT) which must be stated separately in accordance with the applicable VAT rules. Unless otherwise provided in the Order or in a separate agreement signed by the parties, payment will be due net sixty (60) days from Buyer's receipt of Seller invoice or applicable products/services, whichever is later. Buyer may set off any amount Seller owes at any time to Buyer or any of its affiliated companies (including liquidated damages) against any amount payable by Buyer. Buyer is also entitled to withhold payment in respect of a delivery of the Parts, which delivery is not fulfilled in accordance with the requirements set forth under the Order, until the delivery is completed according to the Order.

5. **TAXES:** Neither party is responsible for taxes on the other party's behalf, including but not limited to income or the income of the other party's personnel or subcontractors. If the Buyer is required by government regulation to withhold taxes for which the Seller is responsible, Buyer will deduct such withholding tax from payment to Seller and provide to Seller a valid tax receipt in Seller's name. If Seller is exempt from such withholding taxes as a result of a tax treaty or other regime, Seller shall provide to Buyer a valid tax treaty residency certificate or other tax exemption certificate at a minimum of 30 days prior to payment being due.

6. **CHANGES AND TERMINATION FOR CONVENIENCE:** Buyer may at any time make changes within the general scope of the Order in any one or more of the following: (a) drawings, designs or specifications where the products to be furnished are to be specially manufactured for Buyer; (b) method of shipment or packing; (c) place and time of delivery; (d) amount of Buyer's furnished property; (e) quality; (f) quantity; or (g) scope or schedule of services. If any changes cause an increase or decrease in the cost of, or the time required for the performance of, any work under the Order, an equitable adjustment shall be made in the price or delivery schedule, or both, in writing. Any Seller claim for adjustment under this Clause will be deemed waived unless asserted within thirty (30) days from Seller's receipt of the change or suspension notification, and may only include reasonable, direct costs that will necessarily be incurred as a direct result of the change. Buyer may, by written notice to Seller, terminate the Order, or Buyer's purchase of any quantity of products or services, for convenience, and Buyer and Seller shall negotiate reasonable termination costs consistent with the cost of materials and labor incurred (and not otherwise mitigated) on ordered products or services prior to the date of Buyer's termination notice, provided Seller takes all steps reasonably necessary to mitigate such costs. Seller will notify Buyer of its actual cost of such material and labor incurred within thirty (30) days after termination.

7. **ASSIGNMENT; CHANGE OF CONTROL:** Seller shall not assign this Order, or the right to payment due hereunder, without Buyer's prior written consent. Buyer may terminate this Order in the event of a change in control event at Seller.

8. **DEFAULT:** The following activities constitute a default by Seller which shall subject to the provisions of Clause nine (9) below, give Buyer the right at Buyer's sole option to cancel the whole or any part of this Order or exercise any other remedy provided to Buyer by law or in equity: (i) failure on the part of Seller to deliver goods or perform services within the time specified herein; (ii) in Buyer's sole judgment, the Seller fails to perform any obligation as required under this Order or to make adequate progress endangering performance of this



Order in accordance with its terms; (iii) Buyer deems Seller to be in breach of or anticipates Seller will breach any of the terms or conditions of this Order; or (iv) Seller becomes insolvent or makes an assignment for the benefit of creditors, or if there shall be instituted by or against Seller, any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt or insolvency law of any jurisdiction or for the appointment of a receiver or trustee in respect to any of Seller's property and such proceeding is not dismissed or cured within 60 days.

**9. REMEDIES:** Buyer may cancel this Order in whole or in part and procure upon such terms and in such manner as Buyer determines in its sole discretion, goods or services similar to those canceled from a third party and Seller shall be liable to Buyer for Buyer's costs and expenses that are in excess of the amount to be paid to Seller under the terms of this Order. Seller shall continue performance of this Order to the extent not canceled under the provisions of this Order. If any products or services fail to conform to the warranties set forth below, Seller, at Buyer's option, will: (i) refund the purchase price of the nonconforming products or services and any related costs incurred by Buyer; or (ii) with respect to products, replace or repair the nonconforming products; or (iii) with respect to services, re-perform all services necessary to correct any such nonconformity. The rights and remedies of Buyer provided in this Clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Order. Buyer's decision to waive or not to insist upon strict performance of any of the terms or obligations of Seller under this Order or Buyer's failure or decision not to exercise any rights hereunder shall not be construed as a waiver of any of Buyer's rights hereunder. In the event that any products are determined by Seller, Buyer, or any governmental agency or court to contain a defect, quality or performance deficiency, or to not be in compliance with any standard or requirement so as to make advisable, in Buyer's sole discretion, that the products be reworked or recalled, the parties will promptly communicate all relevant facts and Seller shall undertake all necessary corrective action at its expense. Seller will perform all necessary repairs or modifications to the affected products at its sole expense except to the extent that Seller and Buyer agree to the performance of such repairs by Buyer upon mutually acceptable terms. Seller will consult with Buyer prior to making any statements to the public or a governmental agency pertaining to potential safety issues affecting products, except where such consultation would prevent timely notification required to be given.

**10. WARRANTIES:** Seller warrants that the goods supplied and work or services performed pursuant to this Order conform to applicable specifications, are conveyed with clear title free of any claims of third parties, and are merchantable and fit for the particular purposes of which goods are employed. Seller further warrants to the Buyer and to any third party ultimately using any item whether such third party is a customer of Buyer or not, that all goods delivered under this Order will be free from defects in material and workmanship and will conform to applicable specifications, drawings, samples and descriptions. If Seller is responsible for design of goods, Seller warrants that all goods delivered under this Order will be suitable for use by Buyer, including installation by Buyer in its ultimate products. Buyer's written approval of designs furnished by Seller shall not relieve Seller of its obligations under this warranty. Seller shall be liable for all damages to Buyer, its customers, or any third parties incurred as a result of any defect or breach of warranty in any item covered by this Order. The foregoing express warranties shall be in addition to any warranty customarily made by Seller of its product and any implied warranties and shall be construed as conditions as well as warranties. SELLER'S WARRANTY SHALL EXTEND FOR A PERIOD OF 24 MONTHS AFTER THE ITEM IS DELIVERED AND ACCEPTED BY Buyer. Notwithstanding the above, where Buyer incorporates the goods or services provided pursuant hereto into a product of Buyer's to be delivered to Buyer's customer, Seller's obligation under this Clause shall be for the benefit of Buyer's customer and shall extend so that the warranty period is no less than one year from the time that the product of Buyer is put to its intended use by Buyer's customer.

**11. INSPECTION, AUDIT AND QUALITY CONTROL:** All goods, materials, and processes furnished under this Order by Seller to Buyer shall conform to the requirements of Buyer and be subject to inspection and tests by Buyer, or representatives of the third party purchasing Buyer's product in which goods will be used ("User's Representative"). To the extent practicable, inspections may be made by Buyer, its agents or assigns at all times and places, including the period of manufacture and prior to acceptance. Additionally, an audit of Seller's premises and records for compliance with this Clause shall be permitted by Buyer or its designee at Buyer's request. Seller shall provide and maintain inspection and quality control systems acceptable to Buyer. Records of all inspection work by both Buyer and Seller shall be kept intact and made available upon request to the other party during the performance of this Order and for six (6) years (unless a longer period is agreed or required by law) following delivery under this Order. Upon the request of Buyer, Seller will provide comprehensive field return information for products. If historical information is not available, Seller will provide other documentation as Buyer may request to demonstrate how the product will meet or exceed these quality requirements. Seller shall provide Buyer appropriate material and inspection certifications, physical, and/or chemical analysis certifications, material safety data sheets, and all acceptance certifications by the relevant authorities.

**12. CONFORMANCE:** Where any goods, materials and processes furnished under this Order by Seller to Buyer do not conform to Buyer's specifications or are in any way defective ("Non-Conforming Product"), such as cosmetic damages and incorrect markings, Buyer may at Buyer's option: (A) reject such Non-Conforming Product for full credit or refund; (B) require correction of such Non-Conforming Product; (C) accept such Non-Conforming Product and make an adjustment in price; or (D) return such Non-Conforming Product for full credit or refund.

The Seller shall deliver an initial response to Buyer within 24 hours calculated from Buyer's notification or investigation request related to any Non-Conforming Product. The Seller shall deliver Buyer a root cause analysis, corrective and preventive action plan within 5 Business Days calculated from Buyer's notification. Any Non-Conforming Product that has been rejected or required to be corrected must be collected, replaced and corrected by Seller at Seller's expense within seven (7) Business Days of the determination that the goods, materials and processes are defective and/or damaged or within such longer period as may be agreed by Buyer. All replacement goods, materials and processes must be new and unused. If Seller fails to promptly replace or correct any Non-Conforming Product, then Buyer shall have the right, at its sole option and in addition to any other rights or remedies, to either replace or correct Non-Conforming Product and charge to Seller the cost occasioned thereby, and/or without further notice, cancel the remaining unshipped portion of the applicable



purchase order and obtain a full refund. Any Product which remains a Non-Conforming Product and is rejected, returned or otherwise not accepted by Buyer must be collected and destroyed by Seller at its sole costs and expenses. Seller must produce evidence of destruction to Buyer upon request.

Without prejudice to other rights of and remedies available, if any epidemic defect occurs or threatens to occur, Buyer has the right to demand Seller to modify or replace not only the defective goods, materials and processes, but also any other Product with the same article code, or goods, materials and processes which have been delivered or manufactured in the same manufacturing lot as the defective goods, materials and processes.

**13. EVENTS OF FORCE MAJEURE:** Neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of Force Majeure. The Party affected by an event of Force Majeure shall inform the other Party in writing without delay of its occurrence, probable duration and cessation. Events of "Force Majeure" are events beyond the control of the Party which occur after the date of signing of this Order and which were not reasonably foreseeable at the time of signing of this Order and whose effects are not capable of being overcome without unreasonable expense and/or loss of time to the Party concerned. Events of Force Majeure shall include (without being limited to) war, civil unrest, acts of government, natural disasters, fire, flood, earthquake, explosions and Acts of God. The Party affected by an event of Force Majeure shall immediately take any necessary measures in order to limit and minimize the effect of such an event on the performance of its obligations under this Order. In the event that the delay or non-performance of either Party hereto continues for a period of two (2) months due to events of Force Majeure, then either Party shall have the right to terminate this Order with immediate effect without liability towards the other Party.

**14. INDEMNITY AND INSURANCE:** Seller shall defend, indemnify and hold Buyer harmless from and against any and all damages, liability claims, losses and expenses (including without limitation, attorneys' fees and costs, incidental, consequential and/or special damages, including but not limited to lost profit and/or lost good will) arising out of, or resulting in any way from any defect in the goods or services purchased hereunder or from any act or omission of Seller, its agents, employees or subcontractors, including but not limited to injury or death to any person, damage to any property, or failure to timely perform or for any breach of this Order. Seller shall maintain such public liability insurance, including products liability, completed operations, contractors liability and protective liability and Workmen's Compensation, and employer's liability insurance as will adequately protect Buyer against such damage, liabilities, claims, losses and expenses (including attorneys' fees) but in no event less than two million Euros (€2M) per occurrence. Seller agrees to submit certificates of insurance, evidencing its insurance coverage when requested by Buyer.

**15. INFRINGEMENTS:** Seller warrants, represents and covenants that Buyer's purchase, installation, and/or use of the goods covered hereby will not result in claim of infringement, or actual infringement of any patent, trademark, copyright, franchise, or other intellectual property right anywhere in the world. Seller shall defend, indemnify and hold Buyer harmless from and against any and all claims, losses, expenses, damages, causes of action and liabilities of every kind and nature, including without limitation reasonable attorney's fees and costs (without waiver of Seller's obligation to indemnify Buyer under any other provision contained herein), arising from or out of any breach of the foregoing warranty. In the event of a claim of infringement or breach of the foregoing warranty, Seller shall, at its option and its expense: (1) procure for Buyer the right under such patent to use, as appropriate, such goods, or (2) replace such goods with an equivalent, non-infringing one, or (3) procure, or permit Buyer to procure, a third-party source of licensed or non-infringing product at a price no greater than the price of the goods sold hereunder.

**16. Buyer TOOLS AND INTELLECTUAL PROPERTY:** Seller is responsible for the storage, protection, calibration, maintenance, care (other than normal wear), and replacement (if necessary) of all tooling and equipment owned by Buyer or used in the production of goods made by Seller for sale to Buyer. Said tooling or equipment shall be stamped or painted "Property of Marioff", shall be stored separately when not in use, will be subject to surveillance inspection upon notice and shall be returned in an acceptable condition upon demand or notice. If this Order funds the development of any item; including without limitation any composition of matter, article of manufacture, machine, process, method, software program, or database; or results in any idea, invention, or work of authorship which may be subject to patent, copyright, trademark or trade secret protection; Seller agrees to assign all right, title and interest in and to said item, idea, invention or work of authorship to Buyer. Seller shall notify Buyer of the development of such item, idea, invention, or work of authorship and shall cooperate with and assist Buyer in every reasonable way to perfect its right, title and interest, such as by executing and delivering all additional documents reasonably requested by Buyer in order to perfect, register, and/or enforce the same, and Buyer shall reimburse Seller for reasonable costs incurred by Seller in providing such assistance.

**17. EXPORT/IMPORT COMPLIANCE:** Seller shall be solely responsible and liable for compliance with all local, state, and federal laws, rules, and regulations applicable to the manufacture, use, importation, exportation or the re-importation/re-exportation of the goods and/or services provided under this Order. Seller shall comply with all applicable import/export and customs control laws and regulations of the country having proper jurisdiction for any goods and/or services provided under this Order. Seller shall provide Buyer with the export control classification number of its products and shall maintain export records for at least six (6) years.

**18. PRODUCT REGULATORY COMPLIANCE:**

Seller shall provide and maintain on file a Manufacturer's Declaration of Conformity attesting to product's compliance with EU RoHS and REACH environmental directives. This Declaration shall be made available within three months of the effective date of this Order. In addition to the above, Seller must also provide objective evidence of proof of conformance to applicable product environmental regulations such as EU RoHS, China RoHS, REACH, etc, and as specifically notified by Buyer within fourteen (14) days of receipt of request from Buyer. Seller will provide contact information for product environmental inquiries.



**19. COMPLIANCE WITH LAWS:** Seller represents, warrants, certifies and covenants that:

- a. Seller will comply with all laws, rules, regulations and orders in performing its obligations under the Order, including without limitation, directives, laws, orders, and regulations dealing with environmental, health and safety, labor, equal employment opportunity, protection of personal data and laws prohibiting collusion, conflicts of interests, corruption, and unfair competition;
- b. Seller will meet the requirements from the Carrier Supplier Code of Conduct (<https://www.corporate.carrier.com/corporate-responsibility/governance/ethics-compliance/> )
- c. to the extent that any products contain hazardous materials, Seller will provide all relevant information pursuant to applicable requirements in any other jurisdictions to which Buyer informs Seller the products are likely to be shipped;
- d. Seller will not pay, promise to pay or authorize the payment of any money or anything of value to any person or entity for the purpose of illegally or improperly inducing a decision or obtaining or retaining business or any advantage in connection with the Order; and
- e. Seller has established an effective program to ensure that the activities of any suppliers it utilizes to provide any products or services that will be incorporated into products or services supplied will be in conformance with the requirements of this Clause. From time to time, at Buyer's request, Seller shall provide certificates to Buyer relating to compliance with any applicable legal requirements, including those listed above, or to update the certifications, representations and warranties in this Clause, in each case in form and substance satisfactory to Buyer.

**20. DATA PRIVACY:** The following definitions are applicable to this provision:

- a. "Data Privacy Laws" shall mean applicable national, federal, state and provincial laws relating to data privacy, the protection of personal information or data, and the cross-border transfer of personal information or data, including, without limitation, the laws and regulations of the European Union member states under the European Union Directive 95/46/EC (the "EU Directive"), the General Data Protection Regulation ("GDPR"), any European Union law or regulation that may be enacted to replace the EU Directive or the GDP, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
- b. "Buyer Personal Information" shall mean any information or data provided to Seller or its agents, representatives, or subcontractors in connection with the Order and the transactions thereunder that relate to any identified or identifiable natural person, or, to the extent of a conflict with applicable law, that is subject to any Data Privacy Laws.

Seller shall:

- a. comply with all applicable Data Privacy Laws;
- b. only collect, access, use, or share Buyer Personal Information, or transfer Buyer Personal Information to authorized third parties, in performance of its obligations under the Order issued thereunder, in conformance with Buyer's instructions, or to comply with legal obligations. Seller will not make any secondary or other use (e.g., for the purpose of data mining) of Buyer Personal Information except (i) as expressly authorized in writing by Buyer in connection with Buyer's use of the Services, or (ii) as required by law;
- c. promptly notify Buyer in writing if Seller believes that collecting or processing Buyer Personal Information pursuant to this Order infringes Data Privacy Laws;
- d. not share, transfer, disclose or provide access to Buyer Personal Information for any third party except to provide services under the Order or as required by law. If Seller does share, transfer, disclose or provide access to Buyer Personal Information to a third party, it shall:
  - e. be responsible for the acts and omissions of any subcontractor or other third party, that processes (within the meaning of the applicable Data Privacy Laws) Buyer Personal Information on Seller's behalf in the same manner and to the same extent as it is responsible for its own acts and omissions with respect to such Buyer Personal Information;
  - f. ensure such third party is bound by a written agreement that contains the same or equivalent obligations and protections as those set forth in this Section; and
  - g. only share, transfer, disclose or provide access to a third party to the extent that such conduct is compliant with applicable law;
  - h. take commercially reasonable steps to ensure the reliability of Seller's employees, agents, representatives, subcontractors, subcontractor employees, or any other person used by Seller (collectively, "Seller Personnel") who have access to the Buyer Personal Information, ensure that such access is on a need-to-know basis, and ensure that Seller Personnel are obligated to maintain the confidentiality of Buyer Personal Information, such as through a confidentiality agreement or by application of relevant law or regulation;
  - i. provide such information, assistance and cooperation as Buyer or Buyer Participating Sites may reasonably require from time to time to establish Seller's compliance with Data Privacy Laws;
  - j. upon Buyer's request, permit Buyer to hire third party external auditors to verify Seller and third party compliance with their obligations under this Order. Additionally, upon request, Seller shall provide Buyer with any audit reports issued under ISO 27001, ISO 29100, SSAE 16 (or SAS 70), SOC 2, OR ISAE 3402 that covers Buyer Personal Data;
  - k. provide to Buyer so that Buyer may provide such notice to individuals whose Buyer Personal Information is shared with Seller;
  - l. will maintain reasonable and appropriate technical, physical, and administrative safeguards intended to protect Buyer Personal Information. These measures will include reasonable restrictions upon physical access to any locations containing Buyer Personal Information, such as the storage of such records in locked facilities, storage areas, or containers. Seller must periodically re-evaluate the measures adopted to ensure that they remain reasonable and appropriate;
  - m. provide Buyer with commercially reasonable assistance in (i) deleting the Buyer Personal Information upon request by the individual or legal representative; and (ii.) enabling individuals to opt-out;
  - n. provide Buyer with the ability to purge Personal Information older than one year or such other time period agreed upon in writing by the parties, unless otherwise required to retain the data by applicable law; and
  - o. immediately advise Buyer in writing if it receives or learns of any: (i) complaint or allegation indicating a violation of Data Privacy Laws regarding Buyer Personal Information; (ii) request from one or more individuals seeking to access, correct, or delete Buyer Personal Information; (iii) inquiry or complaint from one or more individuals relating to the collection, processing, use, or transfer of Buyer Personal Information; and (iv) any regulatory request for, subpoena, search warrant, or other legal, regulatory, administrative, or governmental





process seeking Buyer Personal Information (collectively, "Data Privacy Matters"). If Seller learns of any such complaint, request, allegation, or inquiry, Seller shall provide assistance to Buyer, fully cooperate with Buyer in investigating the matter, including but not limited to, providing the relevant information to Buyer, preparing a response, implementing a remedy, and/or cooperating in the conduct of and defending against any claim, court or regulatory proceedings. Buyer shall be responsible for communicating with individuals regarding their Buyer Personal Information in connection with such Data Privacy Matters unless Buyer authorizes Seller to do so on its behalf. Seller shall use commercially and legally reasonable efforts to limit the nature and scope of the required disclosure to the minimum amount of Buyer Personal Information required to comply with applicable law. Unless prevented by applicable law, Seller shall provide Buyer with advance written notice of any such Data Privacy Matters sufficient to allow Buyer to contest legal, regulatory, administrative, or other governmental processes.

Seller shall provide written notice to Buyer as soon as possible and, in no instance in more than forty-eight (48) hours of any actual or reasonably suspected incident of accidental or unlawful destruction or accidental loss, alteration, unauthorized or accidental disclosure of or access to Buyer Personal Information of which it becomes aware (a "Security Breach"); thereafter shall take all reasonable measures to contain and remedy the Security Breach, wherever possible; provide Buyer with information regarding the investigation and remediation of the Security Breach, unless restricted by law; not make any notification, announcement or publish or otherwise authorize any broadcast of any notice or information about a Security Breach (a "Breach Notice") without the prior written consent of and prior written approval by Buyer of the content, media and timing of the Breach Notice (if any), unless required to do so by law or court order; and even where required to do so by law or court order, make all reasonable efforts to coordinate with Buyer prior to providing any Breach Notice. Where the Security Breach involves data elements that could lead to identity theft and is on the Seller's networks or systems or is the fault of the Seller, Seller will, at the request of Buyer pay for the costs of remediation, notification (including, where reasonably necessary, a call center), and provide the affected individuals with credit monitoring or other commercially-reasonable identity theft mitigation service for one year or such longer period as required by law or a government regulator.

Seller shall obtain the prior written consent of any and all natural persons from whom Seller collects Buyer Personal Information when required to do so by applicable Data Privacy Laws or as instructed by Buyer. In the event Seller shall provide to Buyer personal information protected by Data Privacy Laws, Seller shall ensure that such personal information is provided consistent with applicable law, including, where required, obtaining consent or providing notice.

All Buyer Personal Information acquired by Seller shall be returned or destroyed (at the option of the applicable Buyer Participating Site), unless and to the extent that: (i) such Buyer Personal Information is required by Seller to discharge its obligations hereunder or under applicable law; or (ii) return or destruction is prohibited by applicable law. Absent contrary instructions and except as prohibited by law, Seller shall immediately destroy all Buyer Personal Information after termination or completion of the Order after waiting 30 days to allow Buyer to request return of Buyer Personal Information.

If the Data Privacy Laws shall be amended, the Seller shall work with Buyer to make any required amendments to this Order. The Seller shall procure each third party to make those or comparable amendments.

If this Order involves the provision of Services where the Seller will (i) act as a Controller (as that term is defined in the EU Directive) and (ii) transfer Buyer Personal Information from any country in the European Economic Area or Switzerland (collectively, "EEA/CH") to outside the EEA/CH, then the Buyer and Seller agree that the terms of the Model Contract Clauses (also called the Standard Contractual Clauses) adopted by the European Commission in Decision 2004/915/EC (hereinafter the "Controller Model Clauses" or the "Model Clauses") are incorporated by reference as if set forth herein. If this Order and/or Order involves the cross-border transfer of Buyer Personal Information from any country in the EEA/CH to outside the EEA/CH but the Seller will not act as a Controller, then the Buyer and Seller agree that the terms of the Model Contract Clauses (also called the Standard Contractual Clauses) adopted by the European Commission in Decision 2010/87/EU (hereinafter the "Processor Model Clauses" or the "Model Clauses") are incorporated by reference as if set forth herein. Notwithstanding the foregoing, Buyer and Seller agree that:

- a. The Model Clauses may be reformatted as a stand-alone document with the signatures to this Order and/or Order or the parties will execute the Model Clauses as a separate stand-alone document. The stand-alone Model Clauses may be filed with regulators and/or used for any other legally permissible purpose and have the effect as if signed directly.
- b. If either party seeks to register the Model Clauses with a regulator and the regulator rejects the registration, the parties shall work together to modify the exhibits to the Model Clauses to address the regulator's requirements.
- c. If any of the terms of the Model Clauses conflict with any terms of this Order and/or Order, the Model Clauses shall prevail.
- d. If Seller engages any subcontractors that will access Buyer Personal Information covered by the Model Clauses, the Seller shall ensure that transfers to the subcontractor comply with the Model Clauses.

**21. ADVERTISING:** No advertising or publicity having or containing any reference to Buyer or any of its staff members shall be made by Seller or Seller's agent unless Seller obtains written consent of Buyer.

**22. CONFIDENTIALITY:** All data and information not already in the public domain, developed or disclosed during the life of this Order, will be the property of the Buyer and will be classified in secrecy and confidence by the Seller. Seller will keep confidential all such data and information until it comes into the public domain or until Buyer consents in writing to disclosure.

**23. SUBCONTRACTS:** Seller shall not subcontract for complete or substantially complete parts of work called for by this Order without Buyer's prior written consent.



**24. NO PARTNERSHIP:** Buyer and Seller shall be deemed independent contractors hereunder. This Order is not intended to create a partnership, franchise, joint venture, agency, or employment relationship between Buyer and Seller. Unless otherwise agreed in writing by the parties, neither party shall make any express or implied agreements, warranties, guarantees, commitments or representations, or incur any debt, in the name or on behalf of the other party.

**25. COMPLETE AGREEMENT: THE ORDER (INCLUDING ALL ATTACHMENTS AND DOCUMENTS INCORPORATED BY REFERENCE OR ATTACHED BY Buyer) SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SHALL SUPERSEDE ALL PREVIOUS COMMUNICATIONS, ORDERS, AGREEMENTS, AND REPRESENTATIONS, EITHER ORAL OR WRITTEN, WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND NO AGREEMENT OR UNDERSTANDING VARYING OR EXTENDING THIS ORDER SHALL BE BINDING UPON Buyer UNLESS ITS SIGNS IN WRITING.**

**26. SEVERABILITY:** In the event that any Clause herein shall be deemed unenforceable by a court of law having jurisdiction, the Clause shall be re-construed by the court such that it retains as much of the original intent as possible without violating the law. All other provisions of the Order shall remain intact and shall be binding upon the parties.

**27. GOVERNING LAW:** The parties expressly agree that this Order and any matter arising out of this Order shall be subject to the sole and exclusive jurisdiction and the laws of Finland without regard to its choice of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Litigation may be brought only in the competent courts in Finland. The parties submit to the jurisdiction of said courts, and waive any defense of forum non-convenience.

**MARIOFF CORPORATION OY**

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