

**1. General.** These general conditions shall govern the sale and provision of engineering, consultancy, site and/or other technical services ("**Services**") by the Metso entity selling the Services ("**Metso**") to the purchaser of the Services ("**Purchaser**").

**2. Contract Formation.** The contract between Purchaser and Metso ("**Contract**") shall be formed with (i) the execution by Purchaser and Metso of a separate written agreement, or (ii) Metso's acceptance in writing of a purchase order issued by Purchaser, based on Metso's quotation for the Services as may be amended by mutual agreement in writing. These general conditions shall supersede any conflicting conditions of Purchaser, whether contained in any purchase order issued by Purchaser or elsewhere. All modifications and deviations to these general conditions shall be expressly agreed in writing by Purchaser and Metso as set out in clause 29 or in a separate written agreement.

**3. Scope of Work.** The Services and all reports, drawings, specifications and other documents to be provided to Purchaser ("**Deliverables**"), if any, shall be as specified in Metso's quotation as may be amended in the Contract. All services and deliverables not specifically mentioned therein are expressly excluded.

**4. Variations.** Purchaser and Metso may at any time prior to Delivery (as defined below) vary the scope of work by written agreement recording required amendments to the Services, the Deliverables, the Contract Price and Delivery times for the Deliverables as well as any other relevant matters. Metso shall not be required to implement any variations without such written agreement.

**5. Price.** The price for the Services ("**Contract Price**") shall be as specified in the Contract or, if not specified, in Metso's quotation for the Services exclusive of any value added, sales or similar tax.

**6. Taxes.** The Contract Price shall be paid free and clear of all deductions and withholdings for taxes, duties, levies or other charges imposed by federal, state, regional or other governmental authorities in the country of registration of Purchaser and the country of Purchaser's site or under any applicable treaty for the avoidance of double taxation except as required by law. If any deduction or withholding is required by law, Purchaser shall on the due date for the payment pay Metso such additional amounts as shall, after the making of the deduction or withholding, result in the payment to Metso of the net Contract Price. Purchaser shall make all necessary tax or other returns and all necessary payments in relation to any such deduction or withholding and shall pay and indemnify and hold Metso harmless from liabilities for any sum, payable as a result of any failure, delay or error. Purchaser shall promptly provide Metso with all appropriate certificates, receipts or other documents evidencing the proper deduction or withholding.

**7. Payment.** Unless otherwise specified in the Contract, payment of the Contract Price shall be made by Purchaser free of charge without any deductions within thirty days of the date of Metso's invoice to the bank account specified in the invoice as follows: 30% as down payment upon formation of the Contract and 70% upon completion of the Services or Delivery of the Deliverables. Partial deliveries shall be paid pro rata of the Contract Price for Deliverables delivered or monthly for Services performed.

**8. Transparency.** All payments shall be made by Purchaser from an account held by Purchaser at an internationally renowned bank or equivalent financial institution or by letter of credit as per clause 10. Any other account or means of payment such as a Purchaser group financial service provider must be approved by Metso prior to any payments being made.

**9. Late Payment.** Metso shall be entitled to charge pro rata interest for delayed payments at a rate of the then six months' EURIBOR plus seven percentage points or such lower rate as required by applicable law, calculated from the due date to the date of payment. Metso may further suspend the further performance of the Contract if Purchaser fails to make a payment when due under the Contract and, if the delay exceeds two months, terminate the Contract and, in addition to the above interest, recover all costs and losses incurred by Metso as a result of such termination.

**10. Letter of Credit.** Where the Contract states that payments are to be made by letter of credit, Purchaser shall at its own cost provide an irrevocable letter of credit issued by a reputable bank and confirmed by a bank approved by Metso. The letter of credit shall be issued within thirty days of the formation of the Contract and shall remain valid for a period of one hundred twenty days after the scheduled date for the final Delivery.

**11. Delivery.** Unless otherwise specified in the Contract, the Deliverables shall be delivered CPT (according to Incoterms 2020) Purchaser's offices ("**Delivery**"). The Delivery times specified in the Contract shall commence upon the last of (i) formation of the Contract, (ii) provision of all necessary documents, permits, approvals and other data to be provided by Purchaser, and (iii) receipt of the agreed down payment and, if required, letter of credit by Metso. Partial Deliveries are permitted and shall be accepted by Purchaser.

**12. Transfer of Title.** Title to the Deliverables shall, irrespective of Delivery and subject to clause 17, pass to Purchaser upon payment of the Contract Price in full.

**13. Extension of Time.** If Metso is prevented or delayed from meeting agreed Delivery times due to the actions or inactions of Purchaser or its agents or other contractors, Force Majeure or due to other reasons outside Metso's control, the Delivery times shall be extended accordingly and Metso shall be entitled to reimbursement of all additional costs incurred as a result of such delay.

**14. Liquidated Damages for Delay.** In the event of a delay to the agreed Delivery times, as may be extended in accordance with the Contract, which is attributable to Metso, Purchaser shall, to the exclusion of all further rights and remedies of Purchaser for such delay, be entitled to claim liquidated damages of delay 0.5% of the Contract Price of the delayed Services and Deliverables, or 0.25% of the Contract Price if not individually priced, for every full week of delay, up to an aggregate maximum of 5% of the Contract Price. Purchaser and Metso acknowledge and agree that (i) the above liquidated damages represent a genuine pre-estimate of the potential loss suffered by Purchaser as a result of delay caused by Metso, and do not constitute a penalty, and (ii) save as specified in this clause, Metso shall not be liable for any delay in meeting any other date or milestone specified in the Contract or elsewhere, and (iii) any delay claim must be made within thirty days from Delivery.

**15. Defects Liability.** a.) Metso warrants that the Services shall be performed with such degree of skill, diligence and workmanlike manner ordinarily expected from a professional engineer applying the standards generally adopted by professional engineers for the technical disciplines involved for the safe performance of services of a type and complexity equivalent to the Services and that the Deliverables shall be free from defects in design attributable to Metso, provided that any defect must be claimed in writing within the defects liability period of, unless otherwise specified in the Contract, six months from the completion of the Services and provision of the Deliverables. Metso's liability under this warranty shall be limited to the reperformance of defective Services and rectification of defective Deliverables and the above defects liability period shall be extended by six months from the reperformance or rectification but shall not extend beyond three months from the expiry of the initial defects liability period. b.) Metso does not warrant, represent or guarantee the technical or commercial feasibility of or availability of a suitable technical or commercial solution for any project, facility or goods being the subject of any engineering or consultancy Services. Metso shall, unless otherwise agreed in writing in the context of Metso supplying any such technology, plant or goods not be liable for any damage or losses resulting from the use of any technology, plant or goods described in the Deliverables. c.) Except as specifically provided in this clause, Metso has not made and does not make any warranties, guarantees, representations, indemnities or the like, whether express, implied, statutory, or otherwise arising from trade usage or practice including without limitation warranties of uninterrupted or error-free operation, fitness for purpose or merchantability and any such warranties, guarantees, representations, indemnities or the like are expressly disclaimed and excluded. Technical, design and other information and descriptions in brochures, catalogues or other written documentation shall only serve as a general description of the deliverables and shall not be deemed as agreed or guaranteed quality or performance.

**16. Indemnity.** Each party shall indemnify and hold harmless the other party against any loss, expense or damage including, without limitation, reasonable attorneys' fees, suffered or incurred by the other party in connection with the Contract resulting from death, personal injury or physical loss of or damage to third party property caused by the acts or omissions of such party. Each party's liability to indemnify as per the above shall be reduced proportionally to the extent that the acts or omission of the other party have contributed to the loss, expense or damage.

**17. Intellectual Property Rights.** As between the parties, each party shall retain ownership in all of its patents, patent applications, utility models, copyrights, trademarks, and any other statutory protection of a similar kind, as well as know-how and trade secrets, whether or not such rights are registered or capable of registration ("**Intellectual Property Rights**") existing prior to or created independently of the Contract. All Intellectual Property Rights developed by Metso during the performance of the Contract shall exclusively vest in Metso. Subject to payment of the Contract Price, Metso herewith grants Purchaser a non-exclusive, non-transferable and limited license to use Metso's Intellectual Property Rights in the Deliverables for the sole purpose of installing, commissioning, operating and maintaining any goods supplied by Metso or assessing a possible business relationship with Metso providing certain goods and/or services. Such license shall not include the right to disclose Metso's confidential know-how or trade secrets to any third party or to grant any sub-licenses. Any other use of such Intellectual Property Rights, including, without limitation, its copying or use for a modification, duplication or replication of any goods supplied by Metso, is not permitted.

**18. Third Party Intellectual Property Rights.** Metso shall indemnify and hold Purchaser harmless from any claim by a third party (including reasonable attorneys' fees) that the receipt of the Services and/or use of the Deliverables by Purchaser in accordance with the Contract constitutes an infringement or alleged infringement of any Intellectual Property Rights of such third party, provided that Purchaser (i) promptly notifies Metso in writing of the claim, (ii) allows Metso full control of the defence and any related settlement negotiations, (iii) fully cooperates with Metso in the defence, (iv) Metso shall not be liable for any infringement or alleged infringement resulting from any design, specification or other information or a combined operation with other equipment that is provided by or on behalf of Purchaser, and (v) Purchaser shall in no event compromise or settle any proceedings or claims in connection with such infringement or alleged infringement or otherwise act against the reasonable interests of Metso. In the event the Services or Deliverables are held to be infringing and the use of the same is enjoined, Metso shall, at its own expense and sole discretion, either procure the right to continue using the Services and Deliverables, replace the Services and Deliverables with non-infringing equivalents, or modify the Services and Deliverables to eliminate such infringement. Purchaser shall have the right to select its own counsel to participate in any proceedings or negotiations at Purchaser's expense. All other rights and remedies of Purchaser for an infringement of Intellectual Property Rights are excluded.

**19. Confidentiality.** a.) Each party recognises the proprietary and confidential nature of the other party's commercial, technical, financial and operational information and know-how relating to its business, facilities, products, techniques and processes, including without limitation the Deliverables and any information derived therefrom ("**Confidential Information**") and undertakes to hold in strict confidence any Confidential Information, whether marked confidential or not, and shall take all reasonable precautions to prevent the same in whole or in part from becoming available to any third party. The receiving party undertakes to use Confidential Information solely for the purpose of the Contract or as agreed in writing by the disclosing party. b.) This clause shall not apply for any information which, as evidenced by documents of that time, (i) was in the lawful possession of the receiving party or any of its Affiliates (an "**Affiliate**" is any entity which directly or indirectly controls, is controlled by, or is under common control with a party) and had not been obtained from the disclosing party, (ii) has after disclosure been lawfully disclosed by a third party without any obligation of confidentiality and restricted use, (iii) has entered before or after the date of formation of the Contract into the public domain through no act or failure to act by the receiving party or any of its Affiliates, (iv) has been developed independently of any Confidential Information, or (v) is requested to be disclosed pursuant to applicable law, governmental regulation or legal process, provided that such party shall, to the extent legally permissible, promptly notify the disclosing party of such required disclosure, shall disclose only such Confidential Information as is required, and shall take all reasonable steps to protect the confidentiality of such disclosed information. Confidential Information shall not be deemed to be within the foregoing exceptions merely because such information is embraced by more general information within the foregoing exceptions or because individual features fall within the foregoing exceptions. c.) The receiving party shall, unless otherwise agreed in writing, limit access to Confidential Information to its directors, officers and employees, its

Affiliates, any professional adviser or consultant who has been engaged to advise in connection with the Contract, any contractor or sub-contractor engaged in connection with the Contract, and any other person the disclosing party has agreed in writing that Confidential Information may be disclosed to in connection with the Contract ("**Representatives**") on a need-to-know basis only, provided that such Representatives are bound by confidentiality and restricted use undertakings substantially similar to this clause and the receiving party shall be liable for any breach of confidentiality and restricted use by such Representatives. d.) Each party acknowledges and agrees that damages alone may not be an adequate remedy for a breach of this clause and that the other party shall be entitled to seek interim injunctive relief or such other relief that may be available under applicable law. e.) This clause shall survive performance or any earlier termination of the Contract for whatever reason and shall remain valid for period of ten years from the date of formation of the Contract.

**20. Force Majeure.** Each party shall have the right to suspend performance of its obligations under the Contract and be entitled to an extension of the time for performance of the Services and the delivery time for the Deliverables to the extent that such performance is impeded, made unreasonable onerous or impossible by circumstances beyond its control, including without limitation epidemics, pandemics and an unforeseeable outbreak of endemics, industrial disputes, governmental or legislative activities or restraints, exceptional weather conditions, fire, earthquake, flood and other acts of nature or disasters, war (whether declared or not), military mobilisation, insurrection, embargos and trade sanctions, shortage of transport, general shortage of materials and restrictions in use of power ("**Force Majeure**"). The affected party shall as soon as possible after becoming aware of such event and its cessation notify the other party in writing. Each party shall have the right to terminate the Contract if the Contract has been suspended for more than six months and Purchaser shall pay Metso the proportion of the Contract Price reflecting the progress of the work under the Contract up to the effective date of termination as well as all reasonable costs in connection with the premature ending of the Contract.

**21. Default.** Each party shall have the right to terminate the Contract by a written notice after having given the other party not less than 60 days' written notice to rectify any material default, breach or repudiation of the Contract. Metso shall also have the right to terminate the Contract if new or changed export control laws and regulations come into force after the date of formation of the Contract that prevent Metso from obtaining any required individual export authorisation. Unless the Contract is terminated due to a default or breach by Metso to perform any of its material obligations under the Contract, Purchaser shall pay Metso the proportion of the Contract Price reflecting the progress of the work under the Contract up to the effective date of termination as well as all reasonable costs in connection with the premature ending of the Contract. Any provisions that by their nature or otherwise reasonably should survive termination of the Contract shall survive a termination of the Contract, including without limitation clause 17 (Intellectual Property Rights), clause 19 (Confidentiality), clause 25 (Limitation of Liability), and clause 26 (Governing Law and Disputes).

**22. HSE Requirements.** a.) Purchaser shall take necessary measures to prevent health hazards and risk of injury or damage on any Purchaser premises or sites as required by applicable laws or as set out as Metso's minimum HSE requirements below and shall provide Metso sufficient access to such premises or sites as required for work under the Contract. Metso shall comply with all reasonable safety, induction and other site regulations provided to Metso prior to its representatives entering such premises or sites. b.) Metso's minimum HSE requirements include radiation levels not exceeding 0.4 uSv/h, safe transportation, safe working conditions at heights, use of proper safety devices and personnel protective clothing, strict avoidance of asbestos, chemical and toxic exposure, relevant sorting, recovery, treatment and handling of electronic, electrical and other waste, chemicals and hazardous substances, and compliance with all registration and reporting obligations. Failure to comply with Metso's minimum HSE requirements shall be a material default for the purpose of clause 21.

**23. Trade Sanctions.** Each party warrants that as of the date of the Contract it or any entity or person that has direct or indirect control of fifty percent or more of its shares ("**Beneficiaries**") are not subject to any economic, trade or financial sanctions or other trade restrictions administered or enforced by the United Nations, the European Union, the United States of America or any other relevant jurisdiction, including without limitation the EU

Consolidated list of persons, groups and entities subject to EU financial sanctions the U.S. Treasury Department Office of Foreign Assets Control list of U.S. Specially Designated Nationals and Blocked Persons or any similar list maintained by any EU member state or the country of registration of Purchaser or Metso ("**Sanctions**"). A breach of this warranty shall be a material default for the purpose of clause 21. Each party agrees that if at any time after the date of formation of the Contract it or any of its Beneficiaries become subject to any Sanctions, whether introduced before or after such date, which prohibit or restrict a party's performance of or rights under the Contract, or the performance of the Contract exposes such party, or creates a risk of such party being exposed, to any Sanctions, including, without limitation, any extraterritorial or secondary sanctions, the other party may suspend or terminate the Contract upon such Sanctions becoming effective.

**24. Assignment.** Neither party shall assign the Contract or its rights and obligations under the Contract without the express written consent of the other party, provided that Metso may subcontract part of the work under the Contract.

**25. Limitation of Liability.** a.) Metso's aggregate maximum liability for any and all costs, losses and damages of any sort and for whatever reason, resulting from or in any circumstance connected with the Contract or the use or delivery of the Services and Deliverables, whether based on warranty, contract, strict liability, tort (including negligence) or any theory of law whatsoever and howsoever the same may arise, including without limitation payment of liquidated damages, claims, costs, liabilities, and damages shall not exceed 10% of the Contract Price excluding Metso's defects liability as set out in clause 15 a.) and 100% of the Contract Price including Metso's defects liability as set out in clause 15. a.) Metso shall in no event be liable under or in connection with the Contract, whether based on warranty, contract, strict liability, tort (including negligence) or any theory of law whatsoever and howsoever the same may arise, for any loss of contract, loss of goodwill, loss of market, loss of actual or anticipated profit, loss of use, loss of production, loss of revenue, loss of opportunity, loss by reason of shut-down or non-operation, increased expenses of operation, claims from customers of Purchaser, higher financing costs, or costs of repair or replacement of equipment other than the Services and Deliverables, or for any similar pecuniary loss whatsoever, even if it had been advised of the possibility of such, or for any indirect, incidental, consequential, special, exemplary or punitive damages or losses. c.) Nothing in this clause shall exclude or restrict any liability in any case of fraud, gross negligence (an act or failure to act which seriously and substantially deviates from normal industry practice and which is in reckless disregard of, or indifference to, the harmful consequences thereof) or wilful misconduct (a conscious, voluntary and deliberate act or failure to act which seriously and substantially deviates from normal industry practice and is done with the intention of causing or in disregard of the harmful consequences thereof, but excluding any error of judgement, mistake, act or omission, whether negligent or not, made in good faith) or shall exclude or restrict any liability towards third parties or which cannot by mandatory law be excluded or restricted.

**26. Governing Law and Disputes.** The Contract shall, unless otherwise agreed in writing, be governed by and construed in accordance with the laws of Finland, excluding its choice of law provisions. Any dispute, controversy or claim arising out of or relating to the Contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Finland Chamber of Commerce by three arbitrators appointed in accordance with said rules. The arbitration shall take place in Helsinki, Finland. The language of the arbitration proceedings shall be English.

**27. Claims.** Each party shall take all measures as reasonably may be expected in order to mitigate and diminish the damages and losses which the party may face due to any action or omission made by the other party. All claims under or related to the Contract must be made within latest two years (or such longer period as may be required by mandatory law) from Delivery or the date of termination of the Contract and shall be barred upon the expiry of such time period.

**28. Miscellaneous.** The parties acknowledge and agree that (i) they have not relied on any previous written, oral or implied representation, inducement or understanding of any kind or nature, (ii) the Contract embodies the entire agreement between the parties with respect to the subject matter thereof, (iii) the Contract may not be amended except in writing and signed by the duly authorised representatives of both parties, (iv) in the event that any provision of the Contract becomes invalid, the remainder of the Contract

shall not be affected and the parties shall attempt through negotiations in good faith to replace these with provisions corresponding as closely as possible to the original intention, (v) no failure, delay or forbearance by a party to require performance of, exercise or enforce any right or remedy under the Contract shall be deemed or construed in any manner as a waiver of the right or remedy or of any other rights or remedies nor shall such failure, delay or forbearance operate as a bar to the exercise or enforcement of the right or remedy at any time of times thereafter, and (vi) a waiver of any right or remedy conferred by the Contract shall only be effective if it is given in writing and expressly refers to the relevant right or remedy.

**29. Special Conditions.** The parties agree that the attached special conditions, if any, shall form part of the Contract and shall have priority over these general conditions.

**30. Covid-19.** In the event that the coronavirus known as "2019-nCoV" or "COVID-19", or any restrictions, directions or other measures to prevent or limit the spreading of COVID-19 by any government or regional or local authority, create circumstances where any provision or receipt of the work under the Contract is impeded, made unreasonable onerous or impossible or would require either party to take unreasonable risks not to obey recommendations, instructions or orders given by the competent authorities relating to travelling or public safety and health or general order, either party shall be entitled to suspend the work under the Contract by written notice to the other party. If the suspension continues for six months or more, either party shall have the right to terminate the Contract by written notice.