



GENERAL TERMS AND CONDITIONS OF SALE AND AGENCY SERVICES

ETC Europe Truck Finland Oy Ltd (Reg. No. FI2531005-6)

PREAMBLE & APPLICABILITY

These General Terms and Conditions (hereinafter "GTC") define the exclusive legal framework for all offers, proforma-invoices, sales of technical equipment, combined overhaul agreements, and integrated engineering, consulting, or forwarding services provided by ETC Europe Truck Finland Oy Ltd (hereinafter "ETC") to its business clients (hereinafter the "Client", "Customer" or "Buyer"), including actions as the sales agency and agency relations by ratification. ETC explicitly rejects any other general terms and conditions used or proposed by the Client/Buyer, and such conditions shall not be applicable in the commercial relationship with ETC, unless expressly agreed upon by ETC by means of a separate, formal written confirmation signed by an authorized representative of ETC.

Placement of an order, payment of an advance deposit, or participation in an equipment inspection by the Client constitutes irrevocable and unconditional acceptance of these GTC in their entirety, as further specified in Section 1.1-bis.

SECTION 1: ACCEPTANCE, ENTIRE AGREEMENT, AND AGENCY STATUS

1.1. Binding Effect. These GTC shall apply to all Commercial Offers, Quotations, Proforma-Invoices, orders, and contracts for the sale of Goods (including complex technical, marine, and power generation equipment, or parts thereof) and integrated Services (including engineering analysis, consulting, and forwarding) provided by ETC to the Customer. Any terms proposed by the Customer which are inconsistent with or in addition to these GTC shall be void unless expressly accepted by ETC in writing. If the Terms and Conditions of this Agreement differ in any way from the terms and conditions of Buyer's order or offer to buy, this Agreement shall be construed as a counter-offer and shall not be effective as an acceptance of such order or offer. The failure of Buyer to expressly object to the present terms and conditions of this Agreement in writing within five (5) days from the date of Buyer's receipt of the relevant Terms notification through any acceptable manner, including a commercial offer's or Invoice-proforma clause, shall constitute Buyer's acceptance hereof. No modification of, addition to, or waiver of any of the terms and conditions of this Agreement will be effective unless agreed to in writing by a duly authorized person of ETC, and in no event shall such modifications, addition or waiver affect any rights of ETC accrued prior thereto. ETC and Buyer agree that no course of prior dealings and negotiations between the parties or usage of the trade shall be relevant to give particular meaning to, supplement or qualify any of the terms and conditions here.

The order of precedence of Commercial Purchase Offer documents shall be Proforma-Invoice, ETC Terms & Conditions, Principal entity Terms and Conditions if applicable as agency deal conditions, Sub-Suppliers Terms & Conditions, Main Producer Terms & Conditions, Specifications, Instructions of the Producer, general standards and applicable law.

ETC's acceptance of the Purchase Order may be made by agreement with equipment's Sub-Supplier or Principal entity by: (i) signing the acknowledgment copy in the attached Purchase, (ii) order set and notification return posted same to ETC, (iii) making shipment, or (iv) Principal entity or Sub-Supplier's commencement of work on the Purchase Order accordingly — are subject to, and expressly conditioned upon, Buyer's unconditional acceptance thereof in its entirety.

1.1-bis. Confirmation of Acceptance by Reference to GTC Version. Payment of the Advance Security Deposit, signature of the Inspection Protocol, or placement of an order in accordance with Section 1.1, whichever occurs first, constitutes the Customer's express, unconditional, and binding acceptance of the version of these GTC identified in the applicable Commercial Offer, Quotation, or Proforma-Invoice, or, in the absence of such reference, the version published at www.etruck.fi as of the date of the Customer's order (in each case, the "Applicable GTC Version"), in full and without reservation. Such acceptance may not thereafter be withdrawn or qualified by the Customer.

1.2. Status of Estimates and Part Numbers. As ETC does not manufacture any goods or parts whatsoever, any delivery schedules, lead times, or technical estimates given on behalf of or received from their suppliers/manufacturers are strictly for guidance and reference only, although ETC will conscientiously endeavor to improve delivery times where possible. Part numbers, drawings, or cross-references provided by ETC are for identification and reference purposes only, and are not intended to imply or warrant that the parts or equipment originate from the original equipment manufacturer (OEM).

1.3. Agency Status and Disclosed Principal. In all transactions where ETC acts as an intermediary, sales, or forwarding agent 'de jure' or 'de facto' for a Principal (initial Vendor, Manufacturer, or Overhaul Sub-contractor), the contract for the ultimate supply or overhaul of the equipment is established directly between the Customer and the relevant Principal, including agency relations by ratification. ETC shall have no liability for product defects, technical non-compliance, or performance parameters under such third-party relationships. In the case of Disclosed or Partially Disclosed Principal, the agent is considered liable to carry out its relevant agency duties properly, in accordance with good faith and fair dealing.



1.4. Disclosure Stage and Estoppel of Ignorance. The Customer expressly acknowledges that the exact identity and technical data of the specific Principal, Manufacturer, or Sub-contractor (including in cases of complex combined overhaul contracts) are systematically and fully disclosed to the Customer during the preliminary negotiation stage or prior to equipment inspection, upon the agreed payment of an advance security deposit. Consequently: (a) the Customer shall be legally estopped from claiming ignorance of the agency relationship, regardless of whether ETC is nominally designated as a "Seller" or "Supplier" in initial pre-contractual documents for transactional or administrative structuring; (b) the Customer enters into the transaction with full awareness of ETC's intermediary, engineering, and consulting role, and all product-related liabilities or warranties rest exclusively with the disclosed Principal; (c) neither ETC nor any of its directors, officers, employees, or sub-agents shall be liable to the Customer for any act or omission on their part, except strictly for proven gross negligence or willful misconduct; (d) ETC may consult with technical experts, legal advisors, independent auditors, and other specialists selected by it, and shall have no liability for any action taken or not taken in good faith in accordance with the advice of such advisors or experts selected with reasonable care.

1.5. Non-Circumvention. The Customer strictly undertakes not to bypass, avoid, or circumvent ETC by contacting, negotiating, or placing orders directly with any Manufacturer, Vendor, or Sub-contractor introduced by ETC during the preliminary stages. In the event of a breach of this non-circumvention obligation, the Customer shall be liable to pay ETC a contractual penalty equal to 25% of the total potential transaction value, without prejudice to ETC's right to claim full compensation for lost margins and expenses.

1.6. Order Modification, Cancellation, and Returns. No cancellation or modification of orders, including returns of goods, can be accepted without ETC's prior express written agreement. If a cancellation or modification is accepted by ETC, a contractual lump sum equal to 25% of the total value of the order shall be charged to the Customer as management fees and liquidated damages, in addition to any actual losses imposed on ETC by the initial suppliers. The Buyer expressly acknowledges and agrees that the 25% lump sum charged upon cancellation represents a genuine, negotiated pre-estimate of ETC's administrative costs, lost commercial opportunities, and the costs of emergency reallocation of third-party Repair Station capacities. It is agreed as liquidated damages and not as a penalty, and the Buyer waives any right to claim that such sum is unreasonable or disproportionate under Section 36 of the Finnish Contracts Act.

1.7. Non-Refundability of Deposits. All deposits, down-payments, or payments in advance made by the Customer are strictly non-refundable, unless otherwise expressly agreed by the parties in writing. The sole exception to this rule applies if an obvious, material, and indisputable discrepancy in the product description is explicitly clarified and mutually documented during the physical inspection of the equipment prior to dispatch.

SECTION 1A: AGENCY STATUS FOR CONTRACT REPAIR SERVICES VIA APPOINTED REPAIR STATIONS

1A.1. Disclosed Agency — Written Disclosure at Pre-Contractual Stage. For all contract engine and equipment repair, overhaul, and related technical services performed through appointed repair stations, dealers, or authorized service partners (each a "Repair Station"), ETC acts exclusively as a disclosed agent of the Repair Station, which is the principal party to the repair contract. The identity of the Repair Station as principal is disclosed to the Customer directly and in writing in the pre-contractual documentation, including the Commercial Offer, Quotation, and/or Proforma-Invoice, prior to and independently of the Customer's acceptance of any offer or payment of any deposit. This disclosure constitutes fully disclosed agency within the meaning of applicable agency law doctrines, including the disclosed principal doctrine under the Restatement (Third) of Agency §6.01 (where applicable) and equivalent principles under the laws of Finland and other applicable jurisdictions.

1A.2. Contract Formation. The contract for the performance of repair, overhaul, or related technical services is formed directly between the Customer and the Repair Station. ETC is not a party to that contract and assumes no obligation as principal, contractor, or guarantor of workmanship, parts, or performance under it.

1A.3. Standard of Agent Liability. Neither ETC nor any of its directors, officers, employees, or sub-agents shall bear any liability to the Customer for any act or omission of the Repair Station, or for any act or omission of ETC itself in connection with the agency relationship described in this Section, except to the extent such act or omission constitutes proven gross negligence or willful misconduct on the part of ETC. This standard applies consistently to this Section and to Section 8 (Limitation of Liability); no provision elsewhere in these GTC shall be construed to exclude ETC's liability for its own gross negligence or willful misconduct.

1A.4. Agent's Duty in Selection and Coordination. ETC's role is limited to the commercial and technical coordination of the repair process, including sourcing, scheduling, and liaising with the Repair Station on the Customer's behalf. ETC warrants only that it has exercised reasonable care in the selection of the Repair Station; ETC does not warrant, and expressly disclaims, responsibility for the quality, timeliness, or outcome of the repair work itself, which remains the sole responsibility of the Repair Station as principal.

1A.5. Fixed Lump-Sum Pricing; No Duty to Account. The total contract price payable by the Customer for the supply of equipment and/or repair services under a combined overhaul or supply contract is a fixed lump sum, inclusive of all costs of equipment, repair work, engineering, consulting, project analysis, and related technical services, without itemized breakdown. The Customer



expressly acknowledges and agrees that: (a) with respect to pricing, cost allocation, and the distribution of any budget savings or overruns, ETC contracts with the Customer on a fixed-price, independent-contractor basis and not as a fiduciary agent; ETC's agency status under this Section 1A applies solely to the identification of the party responsible for the performance, quality, and warranty of the underlying equipment or repair work, and does not create any duty of ETC to disclose its internal cost structure, margin, or compensation, or to account to the Customer for any economies achieved against ETC's internal budget; (b) any variance between ETC's actual internal costs and the fixed contract price — whether an overrun or a saving — is for ETC's sole account; the Customer shall have no claim to any such saving, nor any obligation to bear any such overrun, beyond the agreed fixed price; (c) this pricing structure has been expressly negotiated and accepted by the Customer as a condition of the fixed-price arrangement, in exchange for price certainty and, where applicable, expedited scheduling or priority allocation of Repair Station capacity, and the Customer waives, to the fullest extent permitted by applicable law, any right to request an itemized cost breakdown, audit, or accounting of ETC's margin in connection with the transaction.

SECTION 1B: INTERPRETIVE NOTE ON AGENCY STRUCTURE

1B.1. The disclosed agency structure set out in Sections 1.3–1.4 and 1A of these GTC reflects principles of disclosed principal agency that are recognized in comparable form across major legal traditions, including the common law doctrine of disclosed principal agency (as reflected, for illustrative purposes, in the Restatement (Third) of Agency §6.01) and functionally equivalent concepts under Finnish and other European commercial and agency law. This note is provided for interpretive guidance only, does not constitute a choice of any law other than that specified in Section 9.1, and does not expand, limit, or otherwise qualify the substantive rights or obligations of the parties set out elsewhere in these GTC.

SECTION 2: PRICES, INSPECTION, AND DISCLAIMER FOR PRE-USED GOODS

2.1. Prices. All prices are quoted net, Ex-Works (Incoterms 2020) at the designated warehouse/location, unless expressly specified otherwise in writing (e.g., under CPT conditions). Prices exclude VAT, customs duties, packing, rigging, transport insurance, or maritime register certification fees, all of which shall be borne exclusively by the Buyer. For the avoidance of doubt, where equipment, parts, or components are supplied together with repair, overhaul, or related technical services under a combined supply and overhaul contract governed by Section 1A, the pricing principles set out in Section 1A.5 (fixed lump-sum pricing; no duty to account) apply equally to the equipment and parts component of the contract price. No itemized breakdown between the price of equipment or parts and the price of services shall be required or implied by this Section 2, whether the contract price is expressed as a single lump sum or as separate line items for administrative or customs purposes.

2.2. Disclaimer of Warranties for Pre-Used Goods ("As Is"). Unless otherwise explicitly provided by a direct, separate written agreement signed by an authorized representative of ETC, all pre-used, refurbished, or second-hand goods and complex technical equipment are sold to and purchased by the Buyer on an "as is" and "with all faults" basis. ETC makes no representation or warranty, express or implied, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, operational lifespan, or compliance with any maritime classification society standards (e.g., DNV, BV, LR, RINA) or other regulations with respect to the goods. Any specific warranty conditions must be concluded strictly in a separate written agreement. Reception of the second-hand Equipment by the Buyer at the time of delivery shall entail acceptance of the Equipment.

2.3. Exclusion of Pre-Contractual Affirmations and Descriptions. Any affirmation of fact or promises made by ETC or its representatives shall not be deemed to create an express or implied warranty that the goods shall conform to such affirmation or promise. Any technical descriptions, drawings, photographs, operational logs, samples, and specifications with respect to goods offered for sale herein are for identification purposes only and are not warranted by ETC to be accurate, complete, or up-to-date.

2.4. Status of Samples and Models. If a model, photograph, or sample was shown to the Buyer, such model or sample was used merely to illustrate the general type and quality of the goods and not to represent or warrant that the goods would necessarily conform to such model or sample. No affirmation, promise, description, sample, or model shall be deemed part of the basis of the bargain.

2.5. Absolute Obligation to Inspect and Waiver of Claims. ETC strongly recommends and requires that the Buyer conduct a comprehensive on-site physical and technical inspection of the goods prior to delivery or dispatch. ETC shall not be held responsible or liable for the consequences of the Buyer's failure to inspect the goods. By paying the advance deposit or signing the inspection protocol, the Buyer waives all future claims regarding visible or hidden defects of the pre-used goods. Buyer's failure to give notice to ETC prior to shipment that the Goods do not conform to Buyer's order shall constitute a waiver by Buyer of all claims in respect of any nonconformity or shortage of Goods. Any notice of nonconformity shall provide a detailed description of the nonconformity, and ETC shall have a reasonable time to cure or fix the issue.



2.6. Lack of Authority of Representatives. The employees, agents, or field representatives of ETC are strictly not authorized to make any statement, promise, or representation as to the quality, character, size, technical condition, operational history, or quantity of the goods offered for sale that is inconsistent with these GTC. Any such unauthorized statements will not be binding on ETC.

2.7. End Use of the Goods Requirements. As the end use of the Goods cannot be predetermined, ETC takes exception to any and all requirements as are or may be set forth by EU law with respect to the goods. Where EU or international law requires additions or modifications to the Goods before they may be used, it shall be the obligation of Buyer, at its expense, to make such additions and modifications. The Buyer undertakes to put the second-hand or new Equipment into service only after it has duly satisfied itself that it meets local conditions and requirements for use and that the conditions of use are safe. The Buyer shall fully indemnify, defend, and hold harmless ETC from and against any and all public law liabilities, administrative fines, regulatory penalties, costs of recall, corrective action costs, and reasonable legal fees imposed on or incurred by ETC by Finnish or European Union regulatory authorities (including, without limitation, the Finnish Safety and Chemicals Agency (Tukes) and Finnish Customs (Tulli)), arising out of or in connection with (i) the Goods' non-compliance with EU safety, environmental, or technical standards to the extent such non-compliance results from the Buyer's use, modification, or installation of the Goods, or (ii) the Buyer's operation or use of the Goods prior to completing any additions or modifications required under this Section 2.7; provided that this indemnity shall not apply to the extent any such fine, penalty, or liability is finally determined to result from ETC's own proven gross negligence or willful misconduct in the performance of any non-delegable statutory duty of ETC as importer or distributor under applicable EU product law.

SECTION 3: BUYER'S INDEMNITY AND USE

The goods sold hereunder may be dangerous if improperly used. They may contain hazardous chemicals or other hazardous materials which may be hazardous to life, health or to property by reason of toxicity, flammability, explosiveness or for other reasons.

ETC will not be responsible for any loss or injury resulting from defects in the Goods sold or from the subsequent use of the Goods, including but not limited to injury to person or property arising from, by reason of or in connection with:

- (i) the Goods or Services sold hereunder or the use, operation, possession, and modification of the Goods by the Buyer or its affiliates, officers, directors, employees, agents or representatives, and whether used alone or in combination with other products or services;
- (ii) any actual or alleged injury, illness, or damage to person or property related to the Goods or Services, except to the extent finally determined to have been caused by ETC's proven gross negligence or willful misconduct;
- (iii) Buyer's failure to pay any taxes or other charges, or to provide a valid tax exemption certificate, as required herein;
- (iv) any third-party claim that the Goods infringe any proprietary or other rights of any third party as a result of any repair work or modifications to the Goods by ETC at the direction of Buyer; or
- (v) Buyer's breach of any representation, warranty, covenant, or obligation of Purchaser contained in these Terms. This indemnification shall survive the provision of any Services hereunder, the delivery of the Goods to Purchaser and any subsequent sale or transfer of the Goods to a third party.

The Buyer expressly agrees that, as a condition of its purchase of these Goods, it will indemnify and hold ETC harmless from any and all liability which may be asserted against or incurred or suffered by ETC by virtue of any suit or claim of any kind arising out of, connected with, or resulting from the purchase, sale, use or consumption of the Goods by Buyer or any subsequent user of the goods, subject always to the carve-out in Section 3(ii) above.

SECTION 4: BUYER'S INSURANCE

Buyer shall not move, load, transport or otherwise handle the Goods without first having obtained insurance coverage satisfactory to ETC. Such insurance shall include Workmen's Compensation, Employer's Liability, Public Liability (Bodily Injury, Property Damage and Contractual Liability) and Automobile Liability (Bodily Injury and Property Damage) insurance. Upon request, certificates of insurance evidencing the aforementioned insurance coverage shall be furnished to and shall be subject to approval by ETC. Buyer shall ensure that each such insurance policy waives any right of subrogation of the insurers against ETC and its affiliates. ETC shall not be required to supply goods to Buyer hereunder at any time that the insurance coverage provided for hereunder is not in full force and effect.

4.1-bis. Minimum Coverage Amounts. Without prejudice to ETC's right to require higher coverage for a specific transaction having regard to the value and risk profile of the Goods, the insurance policies required under this Section 4 shall provide minimum coverage of not less than EUR 1,000,000 (one million euros) per occurrence for Public Liability (Bodily Injury and Property Damage) and for Automobile Liability, and such further minimum amounts as ETC may specify in writing prior to shipment.



SECTION 5: DELIVERY, CPT CONDITIONS, LONG-LEAD ITEMS, AND LOGISTICS

5.1. Delivery Terms (CPT / Ex-Works). Unless expressly agreed otherwise in writing, all prices are quoted Ex-Works (Incoterms 2020). If the parties agree that ETC shall organize the transport of the Goods to a specific destination under CPT (Carriage Paid To) conditions, ETC acts strictly as a Forwarding Agent (intermediary) and not as a carrier.

5.2. Applicability of NSAB 2015. All transport organization, freight forwarding, logistics, storage, and related services performed by ETC under CPT conditions or otherwise are strictly subject to the General Conditions of the Nordic Association of Freight Forwarders (NSAB 2015). Under these rules, and specifically under CPT Incoterms, the risk of loss, theft, or damage to the Goods transfers to the Buyer immediately upon delivery of the Goods to the first carrier. ETC shall not be liable for any acts, omissions, negligence, or insolvencies of third-party carriers, port authorities, or customs brokers.

5.3. Variable Delivery Times and Project Fulfillment. Any delivery dates, lead times, or project milestones provided by ETC are non-binding estimates and strictly for guidance only. Time shall not be of the essence, and extensions of delivery dates shall not constitute a breach of contract by ETC or entitle the Buyer to any price reductions or liquidated damages.

5.4. Long-Lead Items (LLI). The Buyer expressly acknowledges that certain specialized components, marine parts, and industrial equipment are classified as Long-Lead Items (LLI). ETC shall not be held liable for any delays in the procurement, manufacturing, or delivery of LLIs caused by the initial manufacturers, sub-contractors, or supply chain disruptions.

5.5. Shipping and Risk of Loss. Unless otherwise stated in writing, shipping shall be Ex-Works (Incoterms 2020) at the site where the Goods are located, considering the applicable Incoterms. ETC may make the Goods available to Buyer's nominated carrier, with all costs related to shipping borne by Buyer.

5.6.1. Retention of Title. Notwithstanding delivery of the Goods or passage of risk under Section 5.6.2, title to and ownership of the Goods shall remain with ETC (or, where ETC acts as disclosed agent, with the relevant Principal) until the Purchase Price and all other amounts due under the Agreement have been paid to ETC in full and in cleared funds. Until such time, the Customer shall hold the Goods as bailee, keep them separately identifiable, and shall not pledge, encumber, resell, or grant any security interest over the Goods without ETC's prior written consent.

5.6.2. Passage of Risk. Risk of loss of or damage to the Goods shall pass to the Customer upon delivery of the Goods to the carrier or relevant storage facility, in accordance with the applicable Incoterms rule and, where CPT conditions apply, the NSAB 2015 conditions referenced in Section 5.2, regardless of whether title has passed under Section 5.6.1.

5.6.3. Installment Deliveries. ETC reserves the right to make delivery in installments. Each installment, when separately invoiced, shall be paid for when due per ETC's invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve the Customer of its obligation to accept remaining deliveries.

SECTION 6: EXPORT CONTROL, SANCTIONS, ANTI-CORRUPTION, AND AML

6.1. Absolute Compliance Requirement. The Buyer expressly warrants and undertakes that all transactions, orders, deliveries of Goods, and utilization of engineering or consulting services shall strictly comply with all applicable national and international foreign trade control laws, sanctions, and financial regulations. This confirmation shall apply to all orders, deliveries and provisions to be carried out under the business relationship between ETC and all customers.

6.2. Scope of Applicable Regulations. Applicable laws, rules, and regulations shall include, but not be limited to: (a) anti-corruption, bribery, or anti-money laundering laws applicable in the EU, Finland, and the United States (including the US FCPA); (b) the US Export Administration Regulations (EAR) as administered by BIS; (c) sanctions, restricted party lists, and embargoes administered by OFAC, the EU, and relevant Finnish national authorities, including Regulation (EU) No. 2021/821 (EU Dual Use Regulation), and the German AWG/AWV with its Export List (Ausfuhrliste).

6.3. Mandatory Documentation and End-User Certificates. The Buyer shall, upon ETC's first request, immediately provide all necessary documentation, including valid End-User Certificates (EUC), vessel registration data, and ownership structures. ETC shall have the absolute right to withhold any delivery, inspection, or service pending completion of such verification.

6.4. Right of Immediate Termination for Breach. Any breach, suspected breach, or investigation regarding sanctions, money laundering, or bribery shall constitute a material breach of contract, entitling ETC to terminate immediately without prior notice, with forfeiture of deposits as liquidated damages and full indemnification of ETC.

6.5. No Re-Export to Russia/Belarus — Flow-Down Obligations. In order to enable ETC to comply with equivalent undertakings required of it by its own suppliers and Principals under Article 12g of **Regulation (EU) No 833/2014** and Article 8g of Regulation **(EU) No 765/2006**, the Buyer undertakes as follows:

(a) No Re-Export. The Buyer shall not sell, re-export, or otherwise supply or transfer, directly or indirectly, to any natural or legal person, entity, or body in Russia, Russian-controlled areas of Ukraine, or Belarus, or for use in any of the foregoing, any Goods



supplied under this Agreement. **(b) Flow-Down to Sub-Buyers.** The Buyer shall use its best efforts to ensure that the purpose of paragraph (a) is not frustrated by any third party further down the commercial chain, including any reseller, and shall pass the prohibition in paragraph (a) on to its own customers in writing. **(c) Monitoring Mechanism.** The Buyer shall establish and maintain an adequate monitoring mechanism to detect conduct by third parties further down the commercial chain that would frustrate the purpose of paragraph (a). **(d) Intellectual Property and Trade Secrets.** Where ETC or its Principal transfers intellectual property rights, trade secrets, or corresponding access or re-utilization rights to the Buyer in connection with the Goods, the Buyer shall not transfer such rights, directly or indirectly, to Russia, Russian-controlled areas of Ukraine, or Belarus, or for use therein, and shall impose an equivalent obligation on any sub-licensee. **(e) Notification of Irregularities.** The Buyer shall immediately inform ETC of any irregularities in the application of this Section 6.5, including any activity of third parties that could frustrate the purpose of paragraph (a) or (d). **(f) Compliance Information.** The Buyer shall provide ETC with information demonstrating compliance with this Section 6.5 **within five (5) business days** of ETC's request. **(g) Survival.** The obligations in this Section 6.5 shall survive termination of this Agreement and of the business relationship between the Buyer and ETC, for as long as the underlying EU sanctions regime remains in effect or is otherwise legally required. **(h) Consequences of Breach.** Any breach of this Section 6.5 shall be governed by Section 6.4; in addition, the Buyer shall fully indemnify ETC for the amount of any penalty, fine, contractual damages, or other liability imposed on or incurred by ETC under any equivalent no-re-export undertaking given by ETC to its own suppliers or Principals (including, without limitation, any penalty calculated as a percentage of contract value) to the extent arising out of or in connection with the Buyer's breach of this Section 6.5.

SECTION 7: PAYMENTS, DELAYS, AND PENALTY CLAUSE

7.1. Payment Terms. All invoices issued by ETC shall be paid by the Buyer in full, without any deductions, set-offs, or counterclaims, within the payment period stated on the invoice or proforma-invoice. All payments shall be made in Euros (€) via bank wire transfer to ETC's designated bank account. Buyer is not entitled to suspend or defer payment, even in the case of any complaint. Cross-Reference to Section 1A.5: the invoicing and payment mechanics under this Section 7 apply to the total fixed contract price referred to, where applicable, in Section 1A.5. Nothing in this Section 7, including any line-item presentation of an invoice for customs, VAT, or shipping administration purposes under Section 2.1, shall be construed as creating an obligation on ETC to provide an itemized breakdown of costs, margin, or components of the price — whether attributable to equipment, parts, engineering, consulting, or repair services — except as expressly agreed in a separate written agreement signed by an authorized representative of ETC.

7.2. Intermediary / Agent Fee Security. The Buyer acknowledges that the final selling price of the Goods includes integrated engineering, consulting, and ETC's agency/intermediary margin. No disputes regarding technical parameters or product documentation shall entitle the Buyer to withhold, delay, or reduce any payments due to ETC.

7.3. Buyer's Failure to Comply or Delay (The Penalty Clause). If the Buyer fails to comply with the agreed payment conditions, ETC shall have the right to enforce: (a) a contractual indemnity penalty equal to 20% of the unpaid or delayed invoice, due immediately upon the first day of default; It is agreed as liquidated damages and not as a penalty, and the Buyer waives any right to claim that such sum is unreasonable or disproportionate; and (b) contractual interest on overdue amounts at the maximum statutory rate under the Finnish Interest Act (Korkolaki).

7.4. Right of Suspension and Termination. In the event of any payment delay exceeding seven (7) calendar days, ETC shall have the right to suspend all further performance and/or terminate the contract by written notice, with advance deposits forfeited as management fees, without prejudice to ETC's right to claim the 20% penalty and additional damages.

7.5. Right of Lien. ETC shall have a general and overriding right of lien and pledge on all Goods, parts, blueprints, and documents of the Buyer in ETC's possession or under its control as security for any unpaid invoices, penalties, or interest due from the Buyer.

SECTION 8: LIMITATION OF LIABILITY AND CONTRACT TERMINATION

8.1. General Limitation of Liability. To the maximum extent permitted by applicable law, ETC's total aggregate liability for any claims, losses, damages, or lawsuits of any kind shall be strictly limited to the direct purchase price of the specific item of Goods that caused the damage, or the actual commission received by ETC for the specific transaction, whichever is lower, provided that nothing in this Section 8 shall exclude or limit ETC's liability for death or personal injury caused by ETC's proven gross negligence or willful misconduct, or for any other liability that cannot be excluded or limited as a matter of mandatory applicable law.

8.2. Exclusion of Consequential and Maritime Damages. In no event shall ETC, its directors, officers, or employees, be liable to the Buyer or any third party for any indirect, incidental, punitive, or consequential damages, including but not limited to vessel demurrage, port fees, charter expenses, power plant or industrial downtime, loss of energy production, loss of profits, or loss of business opportunities, except to the extent such damages result from ETC's proven gross negligence or willful misconduct.

8.3. Contract Termination Not Due to the Agent's Fault. In the event that a contract or order is terminated, suspended, or cancelled prior to completion due to reasons not attributable to ETC's proven gross negligence or willful misconduct:



(a) Processing Fee and Damages: The Buyer shall be charged a contractual lump sum equal to 25% of the total order value as an administrative processing fee and liquidated damages, in addition to full compensation for all actual losses, legal fees, and expenses incurred during contract performance by ETC. The Buyer expressly acknowledges and agrees that the 25% lump sum charged upon cancellation represents a genuine, negotiated pre-estimate of ETC's administrative costs, lost commercial opportunities, and the costs of emergency reallocation of third-party Repair Station capacities. It is agreed as liquidated damages and not as a penalty, and the Buyer waives any right to claim that such sum is unreasonable or disproportionate under Section 36 of the Finnish Contracts Act.

(b) Assignment of Financial Claims and Advance Consent to Delegation of Obligations.

(b)(i) Assignment of Payment Claims. ETC may, at its sole discretion and without further consent of the Customer, assign, sell, or cede its right to receive payment of any outstanding balance, debt, or financial claim owed by the Customer under this Agreement to the Principal, manufacturer, Repair Station, or any other third party. Such assignment shall become binding on and enforceable against the Customer upon written notice thereof; until such notice is given, payment by the Customer to ETC shall validly discharge the corresponding debt.

(b)(ii) Advance Consent to Delegation of Obligations. The Customer, being a professional commercial party acting in the course of its business and having read and accepted these GTC, hereby gives its express, informed, and irrevocable consent, in advance and as a condition of entering into this Agreement, to ETC's right to delegate, transfer, or assign any or all of ETC's own performance obligations under this Agreement — including obligations arising in connection with a termination, suspension, or cancellation of the Agreement under this Section 8.3(a) — to the Principal, manufacturer, Repair Station, or other subcontractor directly involved in the transaction, at ETC's sole discretion and at any time, including after the occurrence of a breach, termination, or cancellation event, without any requirement for further or renewed consent at the time such delegation occurs. ETC does not itself manufacture, overhaul, or repair the equipment supplied hereunder and acts solely as commercial and technical coordinator; the consent given in this Section 8.3(b)(ii) reflects the Customer's acknowledgment of this operating structure at the time of contracting.

(b)(iii) Effect of Delegation. Upon a valid delegation under Section 8.3(b)(ii), ETC shall be released from the delegated obligations to the extent performance thereof is duly assumed by the delegate, and the Customer's recourse in respect of such obligations shall lie against the delegate; this release does not extend to any liability of ETC arising from its own proven gross negligence or willful misconduct in connection with the selection or coordination of the delegate, which remains governed by Sections 1.3, 1A.3, and 1A.4.

8.4. Advance Funding of Defense Costs. Where ETC is made a defendant or respondent in any claim, suit, or arbitration arising out of or in connection with the Goods or Services supplied under this Agreement — other than a claim arising from ETC's proven gross negligence or willful misconduct — the Customer shall, upon ETC's request, advance or otherwise secure ETC's reasonable legal fees and disbursements incurred in defending such claim, without prejudice to the final allocation of costs between the Customer and ETC under Section 3 and applicable law.

8.5. No Expansion of Liability by Reason of Insurance. The existence, amount, or terms of any insurance policy held by ETC, whether currently in force or obtained in the future, shall not, under any circumstances, expand, increase, or otherwise affect the limitation of ETC's liability set out in Section 8.1, nor shall the Customer be entitled to rely on the existence or amount of any such policy as a basis for any claim in excess of that limitation.

SECTION 9: GOVERNING LAW AND DISPUTE RESOLUTION

9.1. Governing Law. This Agreement, these GTC, and any non-contractual obligations or disputes arising out of or in connection with them, shall be governed by, and construed exclusively in accordance with, the laws of Finland, excluding its choice of law/conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded and shall not apply.

9.2. Arbitration. Any dispute, controversy, or claim arising out of or relating to this contract shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce (FAI). The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English. The tribunal shall consist of a sole arbitrator appointed by the FAI. The dispute, the arbitral proceedings, and the final arbitral award shall be kept strictly confidential by all parties.

9.3. Taxes. Except as otherwise stated on the face hereof, Buyer shall be liable for all taxes, excises and other charges relating to the sale, purchase, delivery, storage, manufacture, use, consumption or otherwise of the Goods.

9.4. Governing Language. These GTC, and any Commercial Offer, Quotation, Proforma-Invoice, or other transactional document referencing them, are drafted in the English language. Any translation into another language is provided for convenience only and shall have no legal effect. In the event of any discrepancy, contradiction, or ambiguity between the English version and any



translation, the English version shall prevail and shall be the sole authoritative text for purposes of interpretation, performance, and enforcement of the Agreement.

SECTION 10: SEVERABILITY AND NON-ASSIGNABILITY. ANTICIPATORY BREACH.

10.1. Severability. The terms and conditions set forth herein shall be deemed severable, and if one or more such terms and conditions shall be declared void or unenforceable, the remaining terms and conditions shall nevertheless continue in effect.

10.2. Non-Assignability and Relationship. Neither this Agreement nor any interest or obligation arising hereunder shall be assignable by Buyer without the prior written consent of ETC. The relationship between the Buyer and ETC shall be determined as one of independent contractors. Nothing contained in these Terms shall be construed as creating any partnership, joint venture, employment, or fiduciary relationship between the parties.

10.3. Anticipatory Breach. Unforeseeable events such as cases of Force Majeure, changes in economic, political, or financial conditions, or Buyer's failure to meet its obligations, shall entitle ETC to withdraw from the contract totally or partially and cease its own work immediately without liability, by giving written notice thereof.