**Casemet Group Oy General Terms**

## 1. Applicability

These general terms apply to the sale between Casemet Group Oy and the Customer, where Casemet Group Oy sells Products and/or Services to the Customer. By placing an order, the Customer accepts these general terms as part of the agreement. Any changes, additions, or deviations from these terms must be agreed upon in writing.

## 2. Definitions

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| Agreement | is defined in section 3.1 a)-c). |
| Casemet | means Casemet Group Oy and its subsidiaries Casemet Oy and Casemet Oü. |
| Customer | means the customer who orders products or services from Casemet. |
| In writing | means communication between the Parties, such as a document signed by the Parties, a letter, telefax, email, or other agreed-upon expression of intent. |
| Manufacturing Information | is defined in section 5.1. |
| Parties | means Casemet and the Customer. |
| Production Tools | is defined in section 8.1. |
| Products | means the products that Casemet delivers to the Customer under the Agreement. |
| Sanctions | is defined in section 20.1 |
| Services | means the services Casemet delivers to the Customer under the Agreement. |

## 3. Formation of agreement

**3.1.** An agreement between Casemet and the Customer is formed when:

a) The Parties sign an agreement for the delivery of Products and/or Services, or
b) The Customer accepts Casemet's offer in writing, or
c) Casemet confirms the Customer's order in writing (order confirmation).

The events referred to in a) - c) are hereinafter collectively referred to as the "Agreement".

If the terms of the documents forming part of the Agreement are contradictory, the following order of precedence applies: 1) the agreement, written acceptance of the offer, or order confirmation as defined in section 3.1, 2) these general terms, 3) NL 17 General Conditions, and 4) any other documents agreed to be part of the Agreement.

**3.2.** The offer is valid for the period stated in the offer. If no validity period is stated, the offer is valid for 30 days from its date.

**3.3.** If Casemet's offer and the Customer's acceptance or the Customer's order and Casemet's order confirmation are contradicting, the Parties shall agree in writing on the final terms of the Agreement before starting the manufacturing or delivery of the Products and Services. Casemet reserves the right to refuse delivery until the final terms of the Agreement are agreed upon in writing.

**3.4.** If the Product is manufactured, delivered, and received, even if the terms of the Agreement have not been finally agreed upon, the terms of delivery shall be determined by the most recent documents sent by Casemet and received by the Customer, unless the Customer has promptly and demonstrably objected to their content upon receipt.

## 4. General obligations

**4.1.** The Parties commit to acting in good faith and cooperation to fulfill the terms of the Agreement. The Customer must promptly inform Casemet of any factors that may affect the fulfillment of the Agreement.

**4.2.** If the Customer has ordered customized or tailored Products, the Customer must provide all necessary information, such as drawings, files, materials, and production tools to Casemet within the agreed schedule. The Customer must also ensure that all provided information is accurate and correct. The Customer must pay the agreed fees on time and follow Casemet's instructions for the use, storage, and handling of the Products.

## 5. Intellectual property rights and other rights

**5.1.** The Customer may provide Casemet with drawings, files, and other information related to the manufacturing of the Product or the delivery of the Service under the Agreement (hereinafter "**Manufacturing Information**"). The Customer owns the Manufacturing Information. The Manufacturing Information provided by the Customer must be of such quality that Casemet is able to manufacture the product according to the Agreement based on this information. Casemet will not forward the Manufacturing Information to any third parties, except as provided in sections 6 and 15.3. Casemet is not responsible for any errors or deficiencies in the Manufacturing Information provided by the Customer.

**5.2.** Casemet must return the Manufacturing Information provided by the Customer upon the Customer's request after the warranty period defined in section 16 has expired. However, Casemet has the right to keep copies of the Manufacturing Information for archiving purposes and fulfilling statutory obligations.

**5.3.** All intellectual property rights, including but not limited to patents, trademarks, copyrights, design rights, trade secrets, and know-how related to the Products and Services developed or manufactured by Casemet, are and remain the exclusive property of Casemet. This also applies to all Products and Services developed or manufactured by Casemet that are customized or tailored according to the Customer's specific instructions and needs.

**5.4.** If the Customer provides Manufacturing Information for the manufacturing of Products or Services, the Customer warrants that it has all necessary rights to this information and that the Manufacturing Information does not infringe on the intellectual property rights of third parties. The Customer grants Casemet a limited, non-exclusive, transferable, and royalty-free right to use the Manufacturing Information for the manufacturing and delivery of the Products and Services under the Agreement.

**5.5.** The Customer is responsible for all claims that may be made against Casemet by third parties arising from the manufacturing of the Product under the Agreement, due to patent, registered trademark, design, or other exclusive rights, when the manufacturing is performed according to the Customer's specific instructions, drawings, models, samples, or other specifications. The Customer agrees to compensate Casemet for all damages, costs, and expenses arising from such claims, including but not limited to legal fees and possible compensations.

## 6. Subcontractors

Casemet may use subcontractors of its choice for the delivery of the Product or Service. Casemet has the right to share the Manufacturing Information with its subcontractors for the fulfillment of the obligations under the Agreement. Upon the Customer's request, Casemet must provide a list of the subcontractors used before forwarding the Manufacturing Information. The Customer has the right to request a change of subcontractor for a valid reason. Casemet requires its staff and subcontractors to keep the Manufacturing Information strictly confidential. Casemet must provide the Customer with the confidentiality agreements or commitments upon Customer's request.

## 7. Manufacturing of customized and tailored products

**7.1.** The Customer must provide the Manufacturing Information for customized and tailored Products in a timely manner, ensuring that Casemet can utilize the manufacturing time reserved to it at the time the Agreement was made.

**7.2.** If there are discrepancies between the drawings on which the offer was based and the final drawings required for manufacturing, manufacturing will commence only after the Parties have agreed in writing on the impact of the discrepancies on the delivery.

**7.3.** Casemet has the right to choose and, if necessary, change the manufacturing location of the Product at its discretion without separate notice to the Customer or the Customer's approval.

**7.4.** The Customer has the right to request changes to the Product during manufacturing. Any impact on the price and delivery time due to changes or additional work must be agreed upon in writing before implementation.

**7.5.** If the Product is to be used in conditions that differ from the usual, the Customer must inform Casemet. Such conditions may include, but not limited to, heat, cold, humidity, usage stress, and exposure to corrosion or chemicals.

## 8. Production tools

**8.1.** If the Customer has provided Casemet with tools, models, equipment, or raw materials (hereinafter "**Production Tools**") for the manufacturing of customized and tailored Products or the delivery of Services, such Production Tools remain the property of the Customer.

**8.2.** If Casemet acquires the necessary Production Tools itself under the Agreement, the Customer must pay a separate compensation for them unless otherwise agreed in writing. Production Tools that are separately compensated remain the property of the Customer. Payment for Production Tools as part of the Product price is not considered separate compensation unless otherwise agreed in writing.

**8.3.** The Customer is responsible for the repair and replacement costs of its Production Tools due to normal wear and tear or reasons beyond Casemet's control. Any repair or replacement must be agreed upon in advance with the Customer.

**8.4.** If the Customer has not paid separately for the Production Tools, the Production Tools remain the property of Casemet, and Casemet is responsible for their replacement and repair.

**8.5.** Casemet is obliged to take care of the storage and marking of the Customer's Production Tools so that they can be easily identified as the Customer's property. The Parties must maintain a regularly updated inventory list that precisely identifies Customer's property in Casemet's possession.

**8.6.** Casemet is obliged to return the Customer's Production Tools no later than one year after the termination of the Agreement or delivery, whichever date is earlier. If the Customer has notified Casemet in writing that it does not require the return of its Production Tools, Casemet may scrap or dispose of the Production Tools by notifying the Customer in advance in writing. If the Customer, however, wants Casemet to retain the Production Tools beyond the period mentioned in this section 8.6, this must be agreed upon in writing separately, and Casemet may charge a reasonable fee for their storage. The storage fee is determined by a separate agreement depending on the space required for the storage of the Production Tool and the availability of storage space.

**8.7.** Casemet may not use the Customer's Production Tools for any purpose other than fulfilling the obligations under the Agreement without the Customer's consent. The Production Tools may not be transferred or otherwise disclosed to third parties. However, Casemet may use its own Production Tools for deliveries to third parties unless specifically prohibited.

**8.8.** The Customer is responsible for the insurance of its Production Tools in Casemet's possession.

**8.9.** The shipping and return of Production Tools shall be at the Customer's expense and risk.

## 9. Quality

**9.1.** Casemet is responsible for the quality of the delivery according to the agreed requirements in writing. For contract manufacturing, the quality requirements are agreed upon in the order confirmation based on the images or attached information provided by the Customer. Otherwise, the quality requirements are based on Casemet's internal quality standards.

**9.2.** At the Customer's request, Casemet is obliged to provide inspection reports for the Product at the time of delivery. The Customer is responsible for the costs arising from such inspection reports unless otherwise agreed in advance.

**9.3.** During manufacturing or final inspection, the Customer may conduct agreed tests or inspections on the Product at Casemet's factory or its subcontractors' factories. Casemet is responsible for the costs arising from these, excluding the travel and personnel costs of the Customer's representatives.

**9.4.** If tests or inspections are conducted at the Customer's request during manufacturing or final inspection that were not previously agreed upon, the Customer is responsible for the costs arising from such tests or inspections.

## 10. Delivery

**10.1.** The delivery of Products and Services takes place according to the delivery time or delivery schedule agreed upon in the Agreement. If the delivery time or schedule is not separately agreed upon, Casemet determines the delivery time within a reasonable period.

**10.2.** Delivery takes place according to Incoterms 2020 FCA to the location designated by Casemet. In this case, the risk passes from Casemet to the Customer when Casemet hands over the Products to the first carrier designated by Casemet. The agreed delivery term is interpreted according to the Incoterms interpretation rules in force at the time the Agreement comes into effect.

**10.3.** Regardless of how the agreement is formed from the events referred to in section 3a) - c), the delivery time always begins when Casemet confirms the Customer's order in writing (order confirmation). If the Customer does not provide the necessary Manufacturing Information and Production Tools within the agreed time, Casemet has the right to extend the delivery time accordingly.

**10.4.** Casemet packs the Products to be delivered according to Casemet's packaging instructions and in a manner sufficient to preserve and protect the Products during delivery. If the delivered Products require special packaging, Casemet has the right to charge separately for the packaging material used in the delivery.

## 11. Delay

**11.1.** If the delivery is likely to be significantly delayed, Casemet is obliged to inform the Customer in writing as soon as possible, after which the Parties shall negotiate possible measures related to the delay. Casemet shall inform the reason for the delay and provide an estimate of when the delivery is likely to be possible. If the Customer accepts Casemet's estimate of the new delivery time or if the delay is minor, the Customer has no right to demand the termination of the Agreement or receive a delay penalty.

**11.2.** The Customer has the right to terminate the agreement by providing Casemet with a written notice if the delay is of essential importance to the Customer, the delivery is delayed by more than 30 days, and the delay is not due to a force majeure event as defined in section 12 or to measures taken by Casemet after the Customer breached its obligations under Section 20. Unless otherwise agreed in writing, the Customer has no right to demand a penalty or compensation for the delay from Casemet. Casemet shall not be responsible for any indirect or consequential damages caused to the Customer.

**11.3.** If the delay is due to the Customer's actions or omissions or other reasons attributable to the Customer (such as a delay in the delivery of Production Tools provided by the Customer for the work), Casemet has the right to extend the delivery time by a corresponding period and receive compensation for the costs caused by the delay as determined by Casemet.

**11.4.** If Casemet reserves machine capacity or labor for urgent delivery based on a written agreement, Casemet has the right to receive compensation determined by it for the costs caused by the reservation.

## 12. Force Majeure

**12.1.** A Party is not responsible for delay or damage caused by an obstacle beyond the Party's control, which the Party could not reasonably avoid and which the Party could not reasonably foresee at the time of the conclusion of the agreement, and the consequences of which the Party could not reasonably avoid. Force majeure includes, for example, war, terrorism, rebellion or general strike, natural disaster such as earthquake, flood, or other comparable natural disaster, fire, epidemic, pandemic, or other widespread disease, interruption of transportation, telecommunications, or electricity distribution, import or export ban, strike, lockout, boycott, or other similar labor dispute, exceptional circumstances, new or changed regulations or government orders, and other significant and unusual factor independent from the Parties. A strike, lockout, boycott, or other comparable labor dispute is considered a force majeure event unless otherwise proven, even if the Party is itself the target or participant.

**12.2.** The Party must notify the other Party in writing without delay of the force majeure event and its cessation.

## 13. Prices, payment terms, retention of title, and lien

**13.1.** The offered prices are fixed and do not include value-added tax. The applicable rate of value-added tax will be added to the invoice.

**13.2.** Casemet has the right to change prices if there are significant changes in the manufacturing costs of the Products (such as raw materials, purchased components, energy, or labor costs). Additionally, if exchange rates change significantly, Casemet has the right to adjust prices accordingly. Casemet will notify the Customer of any price changes at least 14 days before the change takes effect.

**13.3.** The payment term is 14 days net from the invoice date. The Customer is obliged to pay interest on overdue payments from the due date according to the applicable (Finnish) interest law. Casemet may require an approved credit decision from new customers to apply the above payment term.

**13.4.** Casemet reserves the right to require an advance payment determined by Casemet for the delivery if deemed necessary.

**13.5.** Ownership of the delivery transfers to the Customer only when the entire purchase price, including any possible interest on late payments, has been paid to Casemet, regardless of whether Casemet's or the Customer's materials were used in the manufacturing.

**13.6.** Casemet has a lien on all Customer’s property in its possession as security for overdue payments. Casemet has the right to sell the pledged property to cover overdue payments if the payment is not made within a reasonable time.

## 14. Ownership and usage rights of development work results

**14.1.** If the Agreement requires Casemet to perform development work, the Parties must agree separately on the basis of compensation and other terms. Unless otherwise agreed, the provisions of sections 14.2. - 14.4. shall apply.

**14.2.** If the Customer terminates the Agreement for any reason without Casemet receiving reasonable compensation for its development work, the Customer must pay separate compensation for the work according to section 14.4.

**14.3.** All results of the development work performed by Casemet, including but not limited to improvements, modifications, and new inventions related to Casemet's Products or Services that arise in connection with the fulfillment of the Agreement, shall be the exclusive property of Casemet. The Customer has no right to claim ownership or a license to these development work results unless otherwise agreed in writing. However, the Customer may obtain rights to the development work results performed by Casemet once the compensation according to section 14.4. has been paid to Casemet. The Customer's right shall not, however, apply to solutions arising in connection with the development work that are not the subject of the original Agreement for the delivery of the Product or Service.

**14.4.** When assessing the amount of compensation for development work, the work performed, the benefit and savings obtained by the Customer from the work, and the success rate of the agreed work are taken into account. Patentable or other protectable exclusive rights are considered as grounds for price increases. Compensation that may be payable to employees under the Finnish Employee Inventions Act shall be taken into account when agreeing on compensation.

**14.5.** If the Customer redeems the rights to the development work results performed by Casemet under this section, Casemet has the right to use the development work results for purposes that do not compete with the Customer's business, notwithstanding the Customer's patents or other exclusive rights. However, Casemet may not transfer this usage right to a third party.

## 15. Confidentiality and non-disclosure

**15.1.** The Parties are obligated to keep all information received from each other confidential during the term of the Agreement and, during and after the term of the Agreement, commit to not using or disclosing it to third parties without the prior written consent of the other Party, unless otherwise required by law, a competent court decision, or a government order.

**15.2.** Confidential information includes all information received from each other during the term of the Agreement that is marked as confidential or understood to be confidential by its nature. This confidentiality obligation particularly applies to, but is not limited to, technical information, manufacturing methods, product development, customer information, and other trade secrets related to Casemet's business.

**15.3.** The receiving Party of confidential information may use the confidential information only to fulfill its obligations under the Agreement. The receiving Party of confidential information may share the confidential information with its employees, subcontractors, or other partners or companies within the same group if necessary to fulfill the contractual obligations, provided that these parties are aware of and committed to complying with these confidentiality obligations.

**15.4.** The Parties commit to informing each other without delay if they detect or suspect unauthorized disclosure or use of confidential information.

## 16. Liability for defects

**16.1.** Casemet is responsible for ensuring that its standard Products and Services meet the quality requirements defined by Casemet. For contract manufactured or customized Products, Casemet is responsible for manufacturing the Product according to the specifications and instructions received from the Customer. Casemet is not responsible for defects resulting from following incorrect or incomplete specifications and instructions provided by the Customer.

**16.2.** The Customer is obligated to inspect the Product or Service immediately upon receipt and notify Casemet in writing of any visible defects or deficiencies in the Products within five (5) business days of receipt. The Customer must inspect that 1) the delivered Products and Services meet the agreed requirements in the Agreement, 2) the Products and quantities of Products match the order, and 3) there are no transport damages or other visible damages to the Products. If the Customer has not notified Casemet within the specified time, the Products and Services shall be considered free of defects, and Casemet shall not be obliged to process or accept any claims made thereafter. However, if there is a defect in the Product or Service that was not reasonably detectable during the initial inspection, the Customer has the right to make a claim regarding such defect within a reasonable time after the defect has become apparent.

**16.3.** Casemet's liability covers defects that appear within twelve

(12) months from Casemet's delivery to the Customer. If the Product's usage stress is higher than agreed, the warranty period is reduced accordingly. Delivery means the moment of receipt of the Product or Service. At Casemet's request, the Customer shall provide a written statement confirming the receipt date to verify the start of Casemet's liability. The Customer must follow Casemet's storage instructions. If the Customer does not follow these instructions, Casemet's liability for defects ceases.

**16.4.** Upon receiving a defect notification, Casemet commits to, at its discretion and at its expense, follow one of the following courses of action for the Products or Services:

a) Deliver a new Product or part thereof after the return and verification of the defect of the defective Product.
b) Repair the defective Product or part thereof at the Customer's location or at Casemet's premises or repair the defective Service at Casemet's discretion.
c) Have the defective Product or part thereof repaired by a third party and reimburse the Customer for the costs.

**16.5.** Casemet's liability does not cover the Product or Service or any part thereof if:

a) The Product resulting from the Service is defective due to incorrect or incomplete specifications or instructions provided by the Customer;
b) The Customer has used the Product contrary to Casemet's instructions;
c) The need for repair or replacement of the Product is due to normal wear and tear;
d) The Customer has made repairs, modifications, additions, or adjustments to the Product without Casemet's prior written approval;
e) The Customer has used third-party services to modify or repair the Product without Casemet's approval;
f) The defect is due to third-party actions or circumstances;
g) The Customer has installed the Product in an unsuitable environment;
h) The Product is damaged or broken due to reasons other than Casemet's negligence, such as an accident, incorrect installation, incorrect use, or exceptional natural phenomena;
i) The defect in the Product or Service has not been reported to Casemet within Casemet's liability period.

**16.6.** If a piece or material provided by the Customer for Casemet's processing (excluding tools possibly provided by the Customer for Casemet's use) is damaged during Casemet's processing, Casemet shall perform new work at its expense.

**16.7.** If the defect is caused by the material provided or specified by the Customer, or by incomplete work descriptions, the Customer must fully compensate Casemet, upon Casemet's request, for any costs incurred from processing or handling the Product or Service.

**16.8.** Casemet will cover the costs of returning the defective Product and sending the replacement delivery to the original delivery address in cases other than those mentioned in section 16.7.

**16.9.** If Casemet does not deliver a new Product or repair the defect within a reasonable time after receiving the notification under section 16.4, the Customer may have the repairs or a new product made at Casemet's expense with Casemet's prior written approval, provided that it is reasonable in relation to the value of the transaction. If the defect is significant, Casemet and the Customer may agree to terminate the Agreement for the defective delivery batch. If Casemet and the Customer agree to terminate the Agreement, the Customer may receive compensation of up to 7.5% of the value of the terminated delivery batch.

**16.10.** Casemet is liable for repaired or replaced Products according to section 16.4 as for the original Product for twelve (12) months. However, the liability is not valid for more than 24 months from the start of the original liability period.

## 17. Limitation of liability

**17.1.** Casemet is not, under any circumstances, liable for indirect or consequential damages caused to the Customer, including, but not limited to, business interruption, production losses, lost profits, loss of reputation, loss of usability or utility of the Product, or other similar damages, unless the damage was caused intentionally or by gross negligence. Casemet's liability, under any circumstances, shall not exceed the value of the Product or Service under the Agreement.

**17.2.** Casemet is not, under any circumstances, liable for damages caused by the integration of the finished Product into another product or the further use of the Product or damages caused by the Product or any part thereof to third parties. Casemet is not liable for damages caused by incorrect installation or maintenance by the Customer. Casemet is not liable for damages caused by incorrect use of the Product. The Customer must follow installation and usage instructions provided by Casemet, and Casemet's liability is limited to damages resulting from compliance with Casemet's instructions. Casemet is not liable, under any circumstances, for damages caused by following incorrect or incomplete instructions provided by the Customer.

**17.3.** Casemet is not liable for damages caused by third-party actions or omissions, including, but not limited, to third-party installations, maintenance, repairs, or other actions.

## 18. Product liability and insurance obligation

**18.1.** Casemet is responsible for ensuring that the Products are manufactured in accordance with applicable mandatory legislation. Casemet is responsible for ensuring that the Products are free of defects, free from third-party rights, and suitable for the purpose defined in the Agreement. However, Casemet is not responsible for the suitability of the Products for purposes other than those defined in the Agreement.

**18.2.** Casemet is liable for damages caused by the Products to private individuals or private property in accordance with applicable legislation and the limitations of these general terms.

**18.3.** The Parties must have general third-party liability insurance, product recall insurance, and product liability insurance with customary coverage in the industry. The Parties must determine the coverage of their product insurance when entering into the Agreement to ensure adequate insurance protection and avoid overlapping insurance. When assessing the insurance obligation, the risk exposure of the Customer's end product and the value of Casemet's delivery and its share of the end product must be taken into account. The Parties must also ensure that the insurance covers all possible damages that may arise from the use of the Products. Casemet has the right to request an insurance certificate from the Customer to verify the coverage of its insurance.

**18.4.** The Parties must inform each other of any specific risks they are aware of related to the characteristics of their products or their future use and must immediately notify if they are subject to claims based on product liability.

## 19. Audit

**19.1.** The Customer has the right to conduct an audit once a year for a justified reason to ensure that Casemet complies with the terms of the Agreement and applicable laws and regulations. All inquiries and information requests must be made as part of the annual audit. The audit must be conducted at the Customer's expense and must be scheduled in advance with Casemet at least thirty (30) days before the planned audit date. The schedule and scope of the audit must be agreed upon before the audit begins.

**19.2.** During the audit, the Customer has the right to inspect only such production processes and quality control procedures of Casemet that are directly related to the manufacturing of the Products or Services under the Agreement. Casemet shall provide the Customer access only to the information and facilities necessary to conduct the audit.

**19.3.** The audit must be conducted during Casemet's normal business hours, and the Customer must ensure that the audit is conducted in such a way that it does not, in any circumstance, cause any disruption to Casemet's normal business operations. Casemet has the right to use either internal or reliable external auditors who are not competitors of Casemet.

**19.4.** In connection with the audit, the Customer must comply with Casemet's safety and confidentiality rules. The Customer's representatives are required to sign a separate confidentiality agreement before the audit begins.

**19.5.** If deviations or deficiencies are found during the audit,

Casemet commits to correcting them within a reasonable time in a manner of its choosing without incurring significant additional costs or causing disruptions to Casemet's operations. The Parties shall agree in writing on the schedule and implementation of corrective actions.

## 20. Sanctions

**20.1.** The Customer shall comply with all economic and trade sanctions, embargoes and export and import restrictions imposed from time to time by the European Union, the United Nations, the United States of America and other competent authorities ("Sanctions") and shall not, directly or indirectly, sell, export, re-export or otherwise make the Products or Services available in breach of Sanctions.

**20.2.** The Customer represents that neither the Customer nor its owners, any person exercising control over it or any member of its management are subject to Sanctions, and that the Customer is not directly or indirectly owned or controlled by a person subject to Sanctions. The Customer shall notify Casemet in writing without delay if it becomes aware of any circumstance contrary to this section 20.2.

**20.3.** Upon Casemet's request, the Customer shall without delay provide Casemet with the information necessary to verify compliance with the obligations set out in this section 20.

## 21. Applicable law and dispute resolution

**21.1.** The Agreement is governed by Finnish law, excluding its principles and provisions concerning the choice of law.

**21.2.** Disputes arising from the Agreement shall be finally resolved through arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitration tribunal will consist of three (3) arbitrators unless the Parties agree otherwise. The place of arbitration is Mikkeli, and the language is Finnish unless the Parties agree otherwise. If the matter concerns the collection of Casemet’s undisputed receivables, Casemet may bring the matter before the Helsinki District Court.

## 22. Termination of the agreement

**22.1.** Casemet reserves the right to terminate the Agreement due to production or technical reasons that prevent Casemet from continuing the Agreement.

**22.2.** Casemet shall be entitled to suspend performance of the Agreement or terminate the Agreement by written notice without liability for compensation if the Customer breaches its obligations under section 20, if Casemet has reasonable grounds to suspect such a breach, or if performance of the Agreement would be contrary to Sanctions.

**22.3.** Either Party may terminate the Agreement immediately by written notice to the other Party if the other Party (i) repeatedly and materially breaches the terms of the Agreement and does not remedy the breach within thirty (30) days after receiving written notice from the aggrieved Party, (ii) becomes insolvent, files for bankruptcy or liquidation, or otherwise ceases to conduct its business, or (iii) violates applicable laws or regulations or other orders binding on the Party.

**22.4.** After the termination of the Agreement, the Parties will return to each other all confidential information and other materials received for the performance of the Agreement, Manufacturing Information, and Production Tools. The termination of the Agreement does not affect the rights and obligations held by the Parties at the time of termination.

## 23. Miscellaneous

**23.1.** **Amendments** - The Agreement may not be amended without the written consent of the other Party.

**23.2.** **Assignment** - The Parties shall not have the right to assign the Agreement or the rights under the Agreement without the prior written consent of the other Party. However, Casemet may assign the Agreement or its obligations under the Agreement in whole or in part without the Customer's written consent to another company within the same group.

**23.3.** **Other Applicable Terms** - Casemet follows the NL 17 General Conditions, which are intended to be used in the delivery of machinery and mechanical, electrical, and electronic equipment in the Nordic countries and between these countries. For the sake of clarity, it is stated that the NL 17 General Conditions form a part of the Agreement between Casemet Group Oy and the Customer in trade both within and outside the Nordic countries. If there are conflicts between these Casemet's General terms and NL 17 General Conditions, Casemet's general terms shall apply**.**