

TERMS AND CONDITIONS OF SALE 2026

1. GENERAL

The following terms and conditions of sale ("**Terms**") shall apply to any sale by Alteams Oy or its affiliate entity identified in the applicable agreement or order confirmation ("**Seller**") of products ("**Products**") or Tooling (as defined below) to the purchasing entity ("**Purchaser**") unless said sale is otherwise covered by a written agreement signed by both of the parties. In the absence of written acceptance of these Terms by the Purchaser, an order or usage of the Products covered by the Purchaser's order shall constitute an acceptance of these Terms and an agreement between the Seller and the Purchaser, except as hereinafter expressly provided. No waiver, alteration, or modification of these Terms shall be binding upon the Seller unless made in writing and signed by a duly authorized representative of Seller. Any attempt to strike out or alter these Terms shall be deemed to be a rejection of the offer contained herein, and a new offer by the Purchaser, which, to be effective must be expressly accepted by the Seller in writing signed by a duly authorized representative of Seller. Each Alteams entity contracts independently and shall not be liable for any obligations of any other Alteams entity or affiliate.

Any inconsistent or additional terms in the Purchaser's documents are expressly rejected and shall not bind the Seller unless expressly accepted in writing by a duly authorized representative of the Seller, noting such departures from these Terms.

2. OFFER AND ORDER

An offer made by the Seller for the sale of Products shall be valid for thirty (30) days from the date it is delivered to the Purchaser, unless otherwise stated in writing. The Seller may withdraw the offer, at any time prior to acceptance by the Purchaser and the offer shall lapse automatically if not accepted within thirty (30) days from the date of delivering it to the Purchaser. The Seller shall be entitled to amend the price and/or delivery time stated in any offer if circumstances beyond the Seller's control so warrant.

Orders submitted by the Purchaser shall not be binding on the Seller unless and until accepted in writing by a duly authorized representative of the Seller. The acceptance of any deposit with an order, the cashing of any check or other instrument, or the holding of such deposit shall not constitute acceptance of the order. If an order is not accepted, the Seller shall promptly refund any deposit received.

The Seller's written acceptance of an order which is in accordance with the offer, shall constitute the complete and exclusive agreement between the parties. Any objections to the order confirmation must be made in writing within fourteen (14) days of the date of such confirmation.

3. PRICES AND PAYMENT

Unless otherwise agreed, the Purchaser shall make payment of the price of the Products or Tooling according to the conditions set out in the offer. The Purchaser must make payment within thirty (30) days of the date of invoice, unless agreed otherwise.

The Purchaser shall be responsible for all banking and similar charges incurred in connection with payments made under these Terms. The Seller reserves the right to adjust the prices stated in

any offer, without prior notice, to reflect the Seller's prevailing prices at the time an order is placed and to account for any increase in transportation, labor, or other third-party costs. In addition, the Seller shall be entitled, at any time during the course of the business relationship between the parties, to increase the prices of the Products by providing the Purchaser with not less than sixty (60) days' prior written notice, specifying the revised prices and the date on which such revised prices shall take effect. Unless the Purchaser objects in writing within such notice period, the revised prices shall apply to all orders placed on or after the effective date.

The price of aluminum shall be adjusted on a quarterly basis as set out in the offer provided by the Seller. To the extent the offer does not contain such term, the price of aluminum shall be revised quarterly, so that the price that comes into force at the beginning of the next quarter is calculated using the averages of the three (3) months preceding the last month of the ending quarter. For Products manufactured in Europe, the raw material price shall be based on the three (3) month spot price of LME High Grade (HG) aluminum. For Products manufactured in China, the raw material price shall be based on the SMM (Shanghai Metals Market) aluminum price for the corresponding period.

Electricity and gas surcharges shall be adjusted on a quarterly basis as set out in the offer provided by the Seller. In the event that the applicable energy costs increase or decrease materially during the term of an order, the Seller shall be entitled to adjust the prices accordingly upon written notice to the Purchaser.

Where the prices are quoted in a currency other than the currency in which the Seller incurs its costs, the Purchaser shall bear all costs and risks arising from any fluctuations in the applicable exchange rates. Any currency conversions required in connection with payments under these Terms shall be made in accordance with the prevailing market exchange rates as published by the European Central Bank (for transactions denominated in EUR) or the People's Bank of China (for transactions denominated in CNY), or, for other currencies, by a recognized central bank or financial institution designated by the Seller, in each case as at the date on which the relevant invoice is issued. Currency adjustments shall be applied after any adjustments made pursuant to raw material, energy, or transportation cost provisions under these Terms. The Seller shall indicate the applicable exchange rate on each invoice. In the event of any dispute regarding the applicable exchange rate, the Seller's determination shall be binding on the parties in the absence of manifest error. The foregoing provisions shall apply unless otherwise agreed in writing between the parties.

If a delivery price has been offered, any charges at destination for spotting, switching, handling, storage and other accessorial services and demurrage shall be borne by the Purchaser and the quoted price shall be adjusted for any increase in transportation charges. The Seller reserves the right to correct any errors in specifications or prices.

In the event that a commitment to purchase defined volumes of Products has been agreed between the Seller and the Purchaser, and the Purchaser fails to meet such agreed volumes, the Seller shall have an unconditional right to increase its prices retroactively to compensate for such purchasing shortfall.

If, for any reason attributable to the Purchaser, the Seller is required

to ramp down production of the Products, the Purchaser shall provide the Seller with at least six (6) months' prior written notice and shall be liable for all costs and expenses reasonably incurred by the Seller in connection therewith.

Purchaser further agrees to pay one percent (1 %) interest per month on all unpaid invoices past due in addition to all costs incidental to collection, including reasonable attorney's fees, costs, service charges, and interest.

4. TAXES

All amounts payable by the Purchaser to the Seller are exclusive of any tax (including VAT or sales tax), tariff, levy, or similar governmental charge that is in effect at the time of delivery or may be assessed by any jurisdiction at any later time, whether based on gross revenue, the delivery, possession or use of the Products, or otherwise, except for net income, net worth or franchise taxes assessed on the Seller. If, under applicable law, the Purchaser is required to withhold any tax on such payments, then the amount of the payment due to the Seller shall be increased automatically to offset such tax totally, so that the amount actually remitted to the Seller, net of all taxes, equals the amount invoiced or otherwise due. The Purchaser shall promptly furnish to the Seller the official receipt of payment of these taxes to the appropriate taxing authority. Except as specifically provided for herein, the Purchaser shall pay all taxes, levies, tariffs, and similar governmental charges and, upon request, shall provide the Seller with a valid certificate of exemption from the taxing authority.

5. DELIVERY, SHIPMENT, RISK OF LOSS.

Unless otherwise stated in an order confirmation issued by Seller, all Products and Tooling will be delivered to the Purchaser "EX WORKS" (Incoterms 2020) the location indicated by the Seller in the offer or separately in writing.

Seller shall use commercially reasonable efforts to meet the delivery dates specified in the order confirmation. In the event of a shortage of Products, Seller shall apportion its available supply among Seller's customers as it deems advisable and shall communicate the same to Purchaser.

All Products will be packed in accordance with Seller's customary practice. Unless otherwise agreed to in writing, Seller reserves the right to make partial shipments and to submit invoices for partial shipments.

Title to and ownership of any Products identified in the written order confirmation shall not pass to the Purchaser, until the Seller has received payment in full for all Products identified in said order confirmation. Identification of the Products shall occur as each shipment is placed in the hands of the carrier. Should the Purchaser fail to make payment within the time of payment, the Seller is entitled to cease any further deliveries.

Risk of loss of the Products and risk of related damages shall pass to the Purchaser upon delivery according to the applicable delivery term. In no event shall any loss, damage, injury, or destruction operate to excuse the Purchaser from making any payments required hereunder. In the event that the Products are destroyed, in whole or in part, prior to the time that risk of loss passes to Purchaser, this agreement shall be voided and the Seller excused from all obligations hereunder. If in such case the loss is partial, Purchaser shall have no right to accept that portion of the Products which conform hereto, unless agreed in writing by the Seller.

The Products shall be deemed inspected and accepted without qualification, twenty (20) calendar days following delivery. However,

if the Products are received by the Purchaser damaged or the quantities received do not comply with quantities indicated on the shipping document, and Purchaser intends to assert any claim against the Seller, the Purchaser must mark the exception on the carrier receipt and shall furnish the Seller detailed written information relating to such shortage within twenty (20) calendar days of delivery. The Purchaser shall store any excess materials at its own expense and make them available for pick-up by the Seller's appointed freight company.

If, in Seller's judgment, reasonable doubt exists as to the Purchaser's financial ability to pay all or part of the price of the Products or Tooling, or if the Purchaser is past due in payment of any amount owing to the Seller, or the Purchaser is in breach of any obligation of the agreement, the Seller reserves the right, without liability and without prejudice to any other remedies, to suspend performance, decline to ship, or stop any material in transit, until it receives payment of all amounts, whether or not previously due, owing to the Seller.

In the event that the Seller holds any excess inventory, raw materials, work-in-progress, or finished Products specifically procured or produced for the Purchaser, the Purchaser shall be obligated to purchase such excess quantities at the applicable price. The Seller shall provide the Purchaser with written notice specifying the nature and quantity of such excess stock, and the Purchaser shall take delivery and make payment within thirty (30) days of such notice.

6. TOOLING

If a mold, pattern, jig, fixture, cutting tool, or other special manufacturing tool ("**Tooling**") is made according to the drawings and the instructions given by the Seller, part of the purchase costs shall be borne by the Purchaser. Unless otherwise agreed in writing between the parties, the Seller shall not be liable to hand over to the Purchaser Tooling designed or acquired by the Seller. The Seller shall, however, retain, overhaul and insure such Tooling free of charge. Furthermore, the Seller shall not utilize the Tooling paid by the Purchaser for the production of any third party's products without the prior consent of the Purchaser.

The price for any Tooling that is agreed to be paid by the Purchaser shall be paid in accordance with these Terms and otherwise as follows: forty percent (40 %) upon ordering; thirty percent (30 %) after Tooling is ready; and thirty percent (30 %) upon delivery of first sample. Neither title in nor custody to any Tooling ordered by Purchaser shall pass to Purchaser until Seller has received payment in full.

The Purchaser shall be liable for costs arising from Tooling becoming unusable for production due to normal wear and tear or after the agreed Tooling lifetime, whichever comes first. Six (6) months after the final delivery, the Seller shall be entitled to destroy the Tooling upon one (1) month's prior written notice thereof to the Purchaser. Should the Purchaser wish that the Tooling be retained after the above six (6) -month-period the Seller shall be entitled to compensation for storing and insuring the Tooling. In case of cancellation of an order or a part of it, the Seller shall be entitled to a compensation by the Purchaser corresponding to the sum not yet paid for the Tooling; this also applies in cases where it has been agreed upon that the price of the Tooling is included in the price of the Products.

7. CHANGES, CANCELLATIONS AND TERMINATION.

Seller reserves the right, in its sole discretion, and for any reason whatsoever, to cancel any order previously accepted by Seller. In such event, Seller shall notify Purchaser in writing and shall refund

to Purchaser any deposit previously accepted by Seller. Seller's liability for cancellation shall be limited to a refund of any deposit previously made by Purchaser. Orders accepted by Seller are not subject to changes by Purchaser except with Seller's written consent.

If an order accepted by the Seller is cancelled by the Purchaser for any reason whatsoever, the Purchaser shall be obligated to pay the Seller a cancellation charge for all expenses the Seller has incurred in processing the order prior to the cancellation date (including, but not limited to, all direct, indirect and allocated engineering, production, material, Tooling, selling and administrative expenses) plus twenty-five percent (25%) of the order value.

The Seller may terminate any order or agreement governed by these Terms with a three (3) month termination notice period by providing written notice to the Purchaser.

Either party may terminate any order or agreement governed by these Terms by providing written notice to the other party in the event of a material breach by the other party that remains uncured for thirty (30) days following written notice specifying the nature of such breach.

The Seller may terminate any order or agreement governed by these Terms immediately upon written notice to the Purchaser if: (i) the Purchaser fails to make any payment when due; (ii) the Purchaser becomes insolvent, files for bankruptcy, or has a receiver or administrator appointed over its assets; or (iii) the Purchaser undergoes a change of control.

Upon termination for any reason: (a) the Purchaser shall pay the Seller for all Products delivered and services rendered up to the date of termination; (b) the Purchaser shall pay for all work-in-progress, raw materials, and other costs incurred by the Seller in connection with the terminated order; and (c) the provisions of these Terms that by their nature should survive termination shall continue in full force and effect, including but not limited to provisions relating to confidentiality, intellectual property, limitation of liability, and dispute resolution.

8. DRAWINGS AND INTELLECTUAL PROPERTY RIGHTS

Any and all drawings, designs, models, and technical documents, including any related intellectual property rights, owned or created by one party and shared with the other party shall remain the exclusive property of the disclosing party. No existing intellectual property rights are transferred by either party under these Terms. The Seller retains title and ownership to its designs, models, Tooling and any associated intellectual property rights.

Neither party shall be entitled to utilize, copy, give, or communicate such documents to a third party without the other party's prior consent thereof. Notwithstanding the above, the Seller may utilize and share with suppliers and subcontractors such drawings, models, and technical documentation, including any related intellectual property rights to the extent necessary to prepare quotations or fulfill Purchaser's requirements, provided that such suppliers and subcontractors are bound by appropriate confidentiality obligations.

9. CONFIDENTIAL INFORMATION.

Both parties acknowledge that they may have access to certain confidential information of the other party. "**Confidential Information**" means any and all technical, business, non-business, or financial data, including, but not limited to, trade secrets, know-how, research, product plans, products, services, customers, customer lists, markets, inventions, processes, formulas, technology, designs, drawings, engineering, marketing, finances, or

other business information disclosed by one party to the other party, whether orally, visually, or in writing, that is designated or otherwise identified as confidential, or that a reasonable person would understand to be confidential given the circumstances and the nature of the disclosure.

Confidential Information does not include information that: (i) is or becomes publicly available without breach of confidentiality obligations; (ii) was lawfully in the possession of the receiving party before disclosure; (iii) is lawfully received from a third party without confidentiality obligations; or (iv) is independently developed without use of or reference to the Confidential Information.

Each party agrees to: (i) hold and maintain all Confidential Information in strict confidence; (ii) not disclose Confidential Information to third parties without the prior written consent of the disclosing party; and (iii) not use Confidential Information for any purpose other than fulfilling its obligations under these Terms.

The receiving party may disclose Confidential Information to its employees, directors, professional advisors, and group companies that need to know such information for fulfilling the receiving party's obligations under these Terms, provided that such persons are bound by confidentiality obligations no less restrictive than those in this Agreement.

If required by applicable law, regulation, or court order, the receiving party may disclose Confidential Information, provided that, where legally permissible, it gives the disclosing party prompt written notice to allow the disclosing party to seek protective measures.

The obligations set forth in this section shall survive the termination or expiration of these Terms, the order or agreement they are attached to, and shall continue for a period of five (5) years from the termination or expiry of the agreement or order between the parties. However, any Confidential Information constituting a Trade Secret under applicable law shall remain confidential for as long as it qualifies as a trade secret.

10. PURCHASER'S INDEMNITY.

With respect to Products manufactured by the Seller in accordance with any designs, specifications, or instructions provided by the Purchaser, the Purchaser represents and warrants that such Products, and the process of their manufacture, do not and will not infringe or misappropriate any patent, copyright, registered or unregistered design right, trademark, trade secret, database right, or any other intellectual property right of any third party in any jurisdiction in which the Products are manufactured, sold, or used.

The Purchaser shall indemnify, defend, and hold harmless the Seller, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, demands, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any such alleged or actual infringement or misappropriation.

The Seller shall promptly notify the Purchaser of any claim subject to indemnification, and provide reasonable cooperation at the Purchaser's expense.

11. FORCE MAJEURE.

Delivery dates are approximate and are based on conditions at the time of acceptance of an order. The Seller will make every reasonable effort to complete shipment as indicated but shall not be responsible or liable for any loss or damage, whether direct or consequential, arising from delay or inability to ship or install.

If shipment or installation is delayed or prevented due to an event

beyond Seller's reasonable control, including, without limitation, Acts of God, fires, floods, war, pandemic, embargoes, labor disputes, sabotage, riots, accidents, delays by carriers, subcontractors, or suppliers, compliance with governmental acts, or regulations or requests (whether voluntary or mandatory), shortage of labor, materials or manufacturing capacity, the Seller may, at its option, extend the delivery schedule for the duration of the delay or cancel the order in whole or in part without liability, except to return any deposit or prepayment relating to undelivered Products.

The Seller shall use reasonable efforts to notify the Purchaser promptly upon becoming aware of any such delay.

12. SUBCONTRACTORS.

The Seller may engage and use subcontractors to perform any of its obligations under these Terms or any related agreement. The Seller shall remain fully responsible and liable to the Purchaser for the performance of all subcontracted work and services as if such work and services were performed directly by the Seller.

13. LIMITED WARRANTY.

The Seller warrants that the Products shall conform to those written specifications of Purchaser that have been accepted by the Seller in writing and shall be free from defects in material and workmanship, for a period of twelve (12) months from the date of delivery in accordance with the delivery term ("**Warranty Period**").

The Purchaser shall notify the Seller in writing of any defect within seven (7) calendar days of discovering such defect. The notice shall include a detailed description of i) the defect, ii) the affected Products (including serial numbers), and iii) other relevant information. Purchaser shall take all reasonable steps to prevent further damage to the Products after discovering any defect.

In the event of a valid warranty claim, the Seller may, at its sole discretion, i) repair or ii) replace, the defective part(s) free of charge and supply them to Purchaser. Replacement parts may be new, or factory refurbished, provided they are functionally equivalent to new. All installation, removal, and related costs shall be borne by Purchaser. Purchaser shall provide Seller or its appointed agents full access to the Products for inspection, repair, or replacement. No Products may be returned without Seller's prior written consent.

This warranty does not cover Products that have been: (a) subjected to unusual physical or other stress, misuse, neglect, accident, abuse, or other external causes; (b) repaired or altered by any person other than Seller or its authorized representatives; (c) improperly installed; (d) used or maintained contrary to Seller's instructions; (e) rendered defective due to materials, components, tooling, or design provided by Purchaser; (f) affected by normal wear and tear; or (g) rendered defective by any cause beyond Seller's control. Travel, per diem, and similar costs are excluded.

This warranty is the Purchaser's sole and exclusive remedy for any defects in the Products. Except as expressly set forth herein, all other warranties, conditions, representations, indemnities, and guarantees, whether express or implied (including but not limited to any implied warranty of merchantability or fitness for a particular purpose), are excluded and disclaimed to the maximum extent permitted by law.

14. CLAIMS AND RETURNED PRODUCTS.

No Products shall be returned to Seller without Seller's permission in writing. Such returns shall be made, if at all, only in accordance with terms and conditions specified in writing by Seller. All returns are subject to a handling charge. Even after authorization for return of Products for credit, Seller reserves the right to adjust its offer in accordance with the condition of the Products on arrival at its premises. Credit for returned merchandise is issued only to the

original Purchaser and not to subsequent owners of the Products. Claims by Purchaser shall in no way release it from any obligation to pay hereunder. Such claims shall be dealt with as a separate transaction.

15. LIMITATION OF SELLER'S LIABILITY AND LIMITATION OF PURCHASER'S REMEDY.

Seller's liability for any claim of any kind, for any loss or damage arising out of, connected with or resulting from the manufacture, sale, delivery, resale, repair or use of any Products covered by or furnished hereunder, shall in no case exceed the lesser of i) the cost of repairing or replacing Products failing to conform to the foregoing warranty or ii) the price of the Products or services or part thereof which gives rise to the claim.

In no event shall the Seller be liable for any indirect, incidental, consequential, special or punitive damages, or for damages in the nature of penalties.

16. LIMITATION OF TIME FOR COMMENCEMENT OF ACTION BY PURCHASER.

Any claim, action, or proceeding by the Purchaser arising out of or relating to these Terms, the Products, or their sale, including without limitation any claim for breach of contract, negligence, or any other cause of action, must be commenced within twelve (12) months from the date of delivery of the Products. After such period, all such claims shall be forever barred.

17. CHOICE OF LAW AND DISPUTE RESOLUTION

These Terms, and any purchase order of purchaser, or order confirmation of the Seller, shall be governed by, and construed in accordance with, the laws of Finland without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply, and its application is expressly excluded.

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one (1). The seat of arbitration shall be Helsinki, Finland. The language of arbitration shall be English.

The arbitral award shall be final and binding on the parties and enforceable in any court of competent jurisdiction. The prevailing party in any action brought in connection with this agreement shall be entitled to recover, in addition to damages, its reasonable attorneys' fees and costs incurred in connection therewith.

Nothing herein shall be deemed to preclude Seller from seeking injunctive relief against Purchaser or filing legal actions for payment of outstanding and past due debts in any court of competent jurisdiction.

18. OTHER PROVISIONS

These Terms, together with any written agreement and order confirmation, constitute the entire agreement between the parties and supersede all prior negotiations, representations, or agreements relating to the subject matter hereof, whether written or oral. Any terms and conditions contained in the Purchaser's purchase orders, acknowledgments, or other documents are expressly rejected and shall not form part of this agreement, even if the Seller accepts or acknowledges such documents.

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision

shall be deemed severed from these conditions, and the remaining provisions shall continue in full force and effect to the maximum extent permitted by law.

The Purchaser may not assign, transfer, or delegate any of its rights or obligations under these Terms without the prior written consent of the Seller. The Seller may assign its rights and obligations under these Terms to any affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets.

No waiver of any provision of these Terms shall be deemed or shall constitute a waiver of any other provision. No waiver shall be effective unless it is in writing and signed by the party against whom such waiver is sought to be enforced.