

# GENERAL TERMS AND CONDITIONS OF SALE (valid from 16 April 2025)

## Application

 These General Terms and Conditions of Sale ("Terms") shall apply to all requests, quotations, orders, order confirmations, agreements and deliveries (together referred to as "Contract") for the provision of products and/or services (together referred to as "Product") by Bronto Skylift Oy Ab ("Seller") for any buyer ("Buyer").

## Scope of delivery

- The delivery of Products includes the equipment, other components and services expressly specified in Contract. If not otherwise agreed, training services or other services are not included in the delivery.
- 3. Products' technical specifications ("Specifications") are defined in Contract.
- The delivery includes Seller's standard operating and maintenance instructions in English, if not otherwise agreed in Contract.

## Order confirmation

- Seller sends an order confirmation to Buyer after receiving Buyer's order to confirm the Specifications, price, payment terms and delivery terms, and delivery time for Products regardless of project class.
- The order confirmation shall be deemed accepted (i) when Buyer confirms acceptance of the order confirmation to Seller, or (ii) if Buyer has not rejected the order confirmation in writing within 7 days of its receipt.
- 7. For "B" and "C" class projects, customization work requires a second order confirmation, which will be issued prior to the Engineering Release gate "G2" and, specifically for "C" class projects a "prebuild" meeting will be held to confirm relevant aspects of Products prior to commencement of materials purchasing activities.
- Products are always manufactured only based on the written Specifications described in the order confirmation(s) and on applicable documents approved during pre-build meetings. For Products with multiple order confirmations and/or pre-build meetings, the latest confirmation documents shall prevail.

# Change management

- 9. After the order confirmation, any changes to Contract (including Specifications) require Seller's written consent. Seller reserves the right to accept or reject Buyer's change requests at its sole discretion. Any changes to the order confirmation need to be confirmed in writing by both parties.
- In the event of any approved change, Seller shall send a revised order confirmation to Buyer. The revised order confirmation replaces the previous version(s).
- 11. The parties may separately agree that a specific change to the Specifications shall be implemented after delivery of the Product.

## Chassis and other material supplied by Buyer

12. As specified in the Contract, Buyer may be responsible for the supply of the chassis, parts or components ("Buyer's Property") which Seller must use to complete the Product.

- 13. Buyer retains title to Buyer's Property. Seller will hold Buyer's Property strictly on a custodian basis and may modify and install Buyer's Property as required to complete the Product.
- 14. A custody agreement must be drafted for Buyer's Property. The custody agreement will define legal and operational conditions that both parties must comply with. Buyer's Property needs to be defined in the custody agreement, including specifications and delivery dates.
- 15. Buyer's Property (i) must conform with agreed specifications, (ii) be clean, safe and fit for its intended purpose, and (iii) be ready for further processing. Seller shall not be obligated to start its manufacturing process of the Products before Buyer's Property has fulfilled the foregoing requirements and has been accepted by Seller.
- 16. If (i) the delivery of Buyer's Property is delayed, or if (ii) Buyer's Property does not meet the agreed requirements, Seller shall have the right to adjust the delivery schedule, prices, and other terms accordingly to reflect the impact of such delay or non-conformity. In such event, Seller shall send revised order confirmation to Buyer after the impact of the delay/non-conformance is known.
- 17. When Buyer's Property originates from outside of the European Union or is destined for export from it, Buyer's Property will be imported temporarily into Seller's country. The temporary importation of Buyer's Property is subject to time limitations prior to which Buyer's Property must exit Seller's country. Failure to export Buyer's Property from Seller's country within required time will result in tax liabilities which will be borne by Buyer or Seller, depending on who is at fault for the delay.

## Delivery term and passing of title and risk

- If not otherwise agreed, the term of delivery shall be Ex Works (Seller's premises, Finland) Incoterms 2020.
- 19. Products shall remain the property of Seller until paid in full. Buyer shall store the Products separately from other goods and in a manner that clearly identifies them as the property of Seller. Until paid in full, Buyer shall not have the right to transfer the Products further, integrate the Products with other property, or otherwise dispose of the Products as if Buyer was the owner. This retention of title shall not affect the passing of risk under the applicable delivery term.
- 20. The risk of loss or damage to Products passes from Seller to Buyer in accordance with the agreed delivery term.
- 21. Buyer shall diligently inspect Products after the delivery. Any defects in Products, which have not been notified by Buyer to Seller within 30 days after the delivery due to Buyer's failure to diligently inspect Products, shall not be deemed a defect in Products. Seller's warranty is given separately.

#### Delivery date and delay

- 22. The date of delivery shall be agreed in Contract and order confirmation(s).
- 23. Seller is always entitled to a reasonable extension of delivery time if the delivery is delayed due to Buyer's or any of its affiliate's actions or inactions.

#### Packing and marking

24. Products shall be packed in accordance with Seller's standard packing procedures as required for transportation under normal transport conditions.

#### Customer inspection of the Product

- 25. Buyer may perform an inspection of the Product in the Seller's premises. If Buyer requests to do so, the parties shall agree in writing the inspection date, duration and agenda. The customer inspection has to be arranged so that it will not delay the delivery of the Product. Both parties shall bear their own expenses concerning the inspection.
- 26. If Buyer and Seller disagree with the Specifications during the customer inspection, the Contract and the Specifications in Seller's order confirmation shall prevail over any disagreement.
- 27. If Buyer requests a Specification change of the Product during and/or after the customer inspection, such request will be addressed by the change management conditions defined in these Terms.

## Price

- 28. The price of the Products is specified in Contract.
- 29. If delivery of Products is delayed due to reasons attributable to Buyer or any third party under the control of Buyer, Buyer shall compensate any additional expenses incurred by Seller due to such delay including but not limited to storage costs.
- 30. The prices are exclusive of value added tax, which shall be added to prices as applicable. If not otherwise agreed, all prices are expressed in Euros. No payment charges, transaction charges or any other deductions for any reason shall be accepted to prices.
- 31. If circumstances beyond Seller's control, such as, but not limited to, changes in market conditions, supply chain disruptions, government regulations (including but not limited to tariffs), or other economic factors beyond the control of Seller, cause a material increase in Seller's production or delivery costs, Seller reserves the right to make a fair and reasonable price adjustment to reflect the impact of such hardship on the Seller.

## Terms of payment

- 32. Term of payment is advance payment within 14 days from the date of Seller's invoice unless agreed otherwise in writing. If Seller procures the chassis, the respective price will be invoiced upon Seller's purchase of the chassis, at the latest, unless agreed otherwise in writing.
- 33. If Buyer is delayed in making any payment, Seller may postpone the performance of its obligations until such payment is made.
- 34. Interest for late payments shall be 12 % per annum.

## Warranty

- 35. Seller's warranty concerning Products shall be according to Seller's warranty policy, which is set out in Seller's separate warranty document.
- 36. Seller's warranty policy sets forth Seller's entire liability with respect to any and all defects in Products. All other warranties,



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whether express or implied, are hereby excluded.

## Intellectual property rights

37.All copyrights, patents and all other intellectual property rights relating to the Products (including potential customizations, manuals and all other such derivatives of Products) ("IPR"), belong to Seller. Buyer shall not acquire or receive any title or interest in the IPR.

## Limitation of liability

- 38. THIS GENERAL LIMITATION OF LIABILITY SECTION SHALL APPLY TO THE ENTIRE CONTRACT, INCLUDING ALL OBLIGATIONS, WARRANTIES, INDEMNITY UNDERTAKINGS AND ALL OTHER LIABILITIES OF SELLER ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, NO MATTER ON WHICH LEGAL BASIS THE ALLEGED LIABILITY IS ESTABLISHED.
- 39. SELLER SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, LIABILITIES OR LOSSES, INCLUDING BUT NOT LIMITED TO LOSS OF PRODUCTION, LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF USE, DAMAGES TO PROPERTY OR LOSS OF CONTRACTS.
- 40. THE MAXIMUM AND AGGREGATE LIABILITY OF SELLER FOR ANY DAMAGES, LIABILITIES OR LOSSES IN CONNECTION WITH PRODUCTS AND/OR CONTRACT IS LIMITED TO THE MAXIMUM AMOUNT OF 15 % OF THE PRICE PAID BY BUYER FOR THE SPECIFIC PRODUCT IN QUESTION.

#### Force majeure

41. Seller shall be entitled to suspend performance of its obligations to the extent that such performance is impeded by circumstances beyond Seller's control, including but not limited to war, revolution, strikes, epidemic, failure of supplies of power, fuel, transport, raw materials, equipment or other goods or services, delays in transportation, natural disasters, extreme weather conditions, acts of government, embargo or trade restriction, traffic accidents, fire, explosions, floods, delays of subcontractors, accidents, sabotage, riots, and breakage or loss during transportation or storage.

## Governing law and dispute resolution

- 42. These Terms as well as Contract shall be governed by and construed in accordance with the substantive laws of Finland, excluding its choice of law provisions and principles.
- 43. Any dispute, controversy or claim arising out of or relating to the Terms or Contract, or the breach, termination or validity of them, shall be settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The place of arbitration shall be Tampere, Finland and the language of arbitration shall be English. Notwithstanding the aforesaid, Seller shall, additionally, always be entitled to commence litigation in the competent court of Seller's registered place of business or the competent court of

Buyer's domicile and/or registered place of business.

#### General compliance

44. Buyer shall comply with all applicable international, country specific, federal, state and local laws, rules and regulations in performing its obligations.

#### Anti-corruption, export control and sanctions

- 45. Buyer agrees to comply with all applicable anti-corruption laws and regulations. Buyer shall not, directly or indirectly, offer, promise, give, request, or accept any bribes, kickbacks, or other improper payments or benefits, directly or indirectly, in connection with the sales of the Products. Buyer further represents and warrants that it has not engaged, and it will not engage in any corrupt activities.
- 46. Buyer agrees to comply with all applicable economic, trade and other export control and sanction laws and regulations, including but not limited to those imposed by the United Nations, the United States, European Union or any other relevant authority ("Export Control and Sanction Laws"). Buyer shall not sell, export or re-export, directly or indirectly, products, services and/or knowhow to any country or entity subject to export control restriction, sanctions or embargoes under the Export Control and Sanction Laws. In addition, Buyer warrants that neither Buyer nor any entity or person that has direct or indirect control of Buyer is subject to any sanctions under the Export Control and Sanction Laws.
- 47. The parties specifically agree, without altering the foregoing, as follows: Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any products supplied under or in connection with this Contract.
- 48. Buyer shall undertake its best efforts to ensure that the purpose of clauses 45-47 are not frustrated by any third parties further down the commercial chain, including by possible resellers.
- 49. Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of clauses 45-48.
- 50. Any violation of clauses 45-48 shall constitute a material breach of the Contract, and Seller shall be entitled to seek appropriate remedies, including, but not limited to termination of the Contract; and a penalty of 15 % of the total value of the Products in question.
- 51. Buyer shall immediately inform Seller about any problems in applying clauses 45-48, including any relevant activities by third parties that could frustrate the purpose of the said clauses. Buyer shall make available to Seller information concerning compliance with the obligations under clauses 45-48 within two weeks of the simple request of such information.

## Data collection

52. Depending on the Contract and Product, the Product may generate and gather technical data on the usage of the Product, which is collected straight from the Product ("Raw Data"). More information on the Raw Data can be obtained from Specifications or from Seller. Any further developed, aggregated and/or enriched data, which is based on Raw Data and created by Seller ("Enriched Data") shall belong to Seller.

- 53. Seller is entitled to use Raw Data and Enriched Data to (i) provide services to Buver and its end-customers. (ii) create Enriched Data, (iii) for product and service development and research and evaluation. Seller shall also be entitled to make endcustomer specific data available to its subcontractors and respective distributors to the extent needed to efficiently fulfil Seller's and/or the respective distributor's contractual obligations (such as maintenance). For clarification, Seller shall also be entitled to freely use, distribute and otherwise exploit for purposes set out above Raw Data and/or Enriched Data that has been aggregated so that it cannot be linked to the specific end-customer.
- 54. If Buyer is not end-customer of the Product, Buyer is entitled to use Raw Data and Enriched Data provided to it only for fulfilling its contractual obligations towards the respective end-customer and Buyer is not allowed to distribute such data to any third parties.

#### Cancellation

- 55. A Contract may be immediately cancelled by Seller (in whole or in part) at any time if (a) Buyer breaches Contract and fails to remedy such breach within 14 days after written notice, (b) it becomes evident that Buyer will commit a breach of Contract justifying its cancellation or (c) Buyer has not paid any amount due within one month from the due date.
- 56. In addition, if Seller has reasonable grounds to suspect that Buyer or any party acting on its behalf has engaged in activities that violate section "Anti-corruption, export control and sanctions", Seller shall have the right to immediately suspend its performance under Contract, including withholding deliveries, and/or to cancel Contract with immediate effect.

#### Other terms

- 57. Unless otherwise agreed in writing, neither party has the right to transfer Contract.
- 58. The invalidity or lack of enforceability of any part of these Terms and/or Contract shall not affect the validity or enforceability of any other provisions.
- 59. These Terms and Contract may be amended only in writing signed by both parties.
- 60. In case of more than one language version of the Contract, the binding and prevailing language is English.