



GENERAL TERMS AND CONDITIONS OF PURCHASE FOR MACHINERY AND ASSEMBLY

(Status April 2021)

1. Scope

These Riverrecycle General Terms and Conditions of Purchase apply to the purchasing of machines and assembly technology (hereinafter collectively referred to as "Machinery") including further services required in this context, such as assembly work (delivery of machines and provision of further services, hereinafter also collectively referred to as "Services"). In general, the present Terms and Conditions are the basis for any provisions contained in individual agreements (e.g. framework contract) made between the Contractor and the Customer (hereinafter also collectively referred to as "Contract Partners"). The General Terms and Conditions of the Contractor are hereby expressly excluded.

An agreement regarding an individual purchase is made by a separate order and related acceptance, both of which may be made by email. The order shall include a copy of these general terms or contain a reference to them.

2. Prices and costs

2.1 The agreed prices are fixed prices plus the respectively applicable VAT or similar applicable local indirect taxes unless the quotation is given on "all taxes included" basis.

2.2 The prices include required measures against frost, snow, heat, and water damage, as well as the rectification of any such potential damage.

2.3 Costs for transport, transport insurance, packaging, and their reimbursement shall be indicated separately in the pricing terms. This applies accordingly regarding the costs for machinery, assembly and installation. The total amount of the costs shall be indicated, including the respective hourly and/or daily rate and travel and overnight costs, or, if otherwise agreed, for example an overall price.

3. Payment

3.1 Payment shall be made according to the terms agreed separately.

3.2 In case of a defective performance, the Customer shall be entitled to withhold payment in respect of the proportionate value until due performance.

3.3 Without the Customer's prior written consent which may not be unreasonably withheld the Contractor shall not be entitled to assign his/her claims against the Customer to or to have them collected by third parties.

4. Invoicing Upon Cancellation due to Contract Violation

If the Customer exercises his/her right to cancel the agreement because of a contract breach by the Contractor, the Services rendered up to that point shall be invoiced at the agreed prices only to the extent that the Customer can make use of them according to the terms of the agreement. The invoicing shall be done based upon the agreement. Any damage to be compensated to the Customer shall be considered during invoicing. The same applies regarding a forfeited contractual penalty.

5. Scope and Execution

5.1 If no other agreement has been made, the Contractor shall deliver a complete machinery set which includes all parts required for faultless operation in accordance with the agreed, implicitly assumed, or general conditions, even if spare parts required for this are not listed. Machinery elements and parts are to be designed and arranged in such a way that they can be maintained, inspected, and replaced easily and quickly. Wearing parts shall have the longest possible tool life.

5.2 The Customer shall provide electricity in the respectively available voltages and water free of charge at the installation site. The Contractor shall set up, maintain, and later remove the required supply lines and connections according to the applicable technical specifications at the Contractor's own cost.

5.3 The order scope includes the provision of all machinery, equipment, scaffolding, lifting appliances, accommodation etc. required to execute the order. Inasmuch as the Customer provides such items in specific cases, the Contractor shall be liable for the provided items and their use.

5.4 Components provided to the Contractor by the Customer remain the property of Customer. Such Components shall be stored separately from other articles so that it is always clear that Customer is the owner of such Components. Such Components may only be used for the purpose for which they are intended. The processing and/or transformation of Components and their assembly and/or installation in machines to create a finished product are carried out on behalf of the Customer. It is agreed that the Customer shall be co-owner of the finished product based on the ratio of the value of the Components to the value of the finished product. This also applies if one of the other components of the product is the major component. The finished product and/or the Components shall be stored safely by the Contractor for the Customer.

5.5 Any additional work required at hourly rates (see attached hourly rate sheet) may only be performed upon explicit instructions by the Customer's local construction site management. The hours shall be recorded by the Contractor in forms provided for this purpose by the Customer and shall be submitted to the Customer's local construction site management for countersigning daily; the signature only confirms the

number of hours. Acceptance of the work shall take separately place when the work is completed, as set forth in Section 9.

5.6 In case the Contractor wishes to involve subcontractors to fulfill his contractual obligations, the Contractor requires the written consent of the Customer before entering into any agreements with subcontractors.

6. Delivery and Shipping Instructions, Packaging

6.1 Delivery, shipping and packaging instructions specified by the Customer shall be complied with. The quantity of packaging shall be limited to the extent required for the protection of the goods, and packaging may only consist of environmentally compatible and recyclable materials. Unless otherwise agreed, packaging must be taken back.

6.2 Any costs incurred by the Customer because of non-compliance with the delivery, shipping, and/or packaging instructions shall be borne solely by the Contractor.

7. Work at the Customer's Facilities

7.1 Work performed at the Customer's facilities must not interfere with the operations of the Customer or third parties more than necessary.

7.2 The timing and implementation of the work shall be coordinated in time with the responsible technical contact of the Customer.

7.3 Prior to commencing any installation and/or assembly work, the Contractor shall inspect and accept the feasibility of installation site with all the foundations, connections, site markings, etc. relevant to the Contractor and check whether they are correctly installed/implemented.

7.4 While performing their work, the Contractor has a particular duty of care regarding substances that are hazardous to the environment. If the Contractor releases any hazardous substances, finds any hazardous substances, or suspects the presence of such substances during the performance of the work, the Contractor shall notify the Customer immediately.

7.5 The local construction site management nominated by the Customer has the authority to give instructions at the construction site during the construction period.

7.6 The Contractor shall nominate an experienced specialist, acceptable to the Customer, who oversees the work at the installation site. Contractor shall invest this person with the required powers and authorities. A change of the specialist can only be made subject to Customer's approval.

7.7 The Contractor shall supply a list of names of the workers the Contractor intends to recruit to work at the Customer's facility to the construction site management. This list shall be always kept up to date. Upon request, the Contractor shall provide evidence that all labor deployed have the legally required social security coverage. The Customer will issue admittance permits to the personnel at its discretion.

7.8 The Contractor shall ensure that the Contractor's labor force complies with the instructions of the Customer with respect to maintaining order and safety and that they submit to the usual inspection procedures.

7.9 Any objects which are brought onto the Customer's plant premises may be subject to inspection by plant security. The Contractor and the Contractor's subcontractors shall clearly and permanently mark their tools, equipment, and assembly equipment with the company name, or the company logo in advance.

7.10 Customer site directives shall be complied with in addition to the above.

8. Compliance with regulations and other provisions

8.1 The Contractor shall ensure compliance with the laws, regulations, and provisions for safeguarding the safety and health of employees, environmental protection, the transport of hazardous goods, and fire protection, including the leaflets of the professional association and the association of property insurance companies, insofar as they are relevant for the performance of the service. In addition, the Contractor and its employees shall comply with the Riverrecycle Ethical Standards (Attachment 1).

8.2 The Contractor shall consult with the Customer's responsible specialists concerning health and safety, environmental protection, and fire protection requirements, accident prevention, environmental protection, and fire protection regulations applicable at the place of carrying out its duties. The necessary measures shall be coordinated with the abovementioned specialists in each case.

8.3 The Contractor shall ensure that the Contractor's entire labor force observes the provisions listed in Section 8.2.

8.4 Fire protection requirements issued by the plant/company fire department or the fire protection officer must be always complied with. If any work associated with fire risk on or near machines subject to fire and/or explosion risk such as oil tanks, cable systems etc. cannot be avoided, such work shall only be performed after approval by the responsible body.

8.5 The Contractor shall indemnify the Customer and the persons entrusted by the Customer to implement or monitor accident prevention, environmental protection, plant security, fire protection, the definition of hazardous materials, and construction site management against any claims that may be filed against the Customer or the above-mentioned persons because of damage resulting from a violation of the provisions to be complied with by the Contractor in connection with providing their services. This also applies to any claims that originate from damage relating to the performance of work on the equipment of third parties; the Contractor shall consult with all responsible bodies relating to such equipment of third parties before the Contractor begins performing their work. If any damage occurs, the Customer and other responsible bodies shall be notified.

9. Proof of Performance and Acceptance

9.1 The acceptance procedure shall take place at the delivery site or other location specified by the customer at a time specified by the Customer. The acceptance shall take place immediately or, for machinery requiring a trial operation, in a time frame requested by the Customer of 4 weeks after the beginning of the trial operation at the earliest and 3 months after the beginning of the trial operation at the latest. The machinery may also be used for production during trial operation.

9.2 If, during the acceptance test, the machinery does not function as specified in the agreement, the Contractor shall immediately or as soon as practicable remedy the defect and request a repetition of the

acceptance test within three months at the latest. All costs incurred during the repetition of the acceptance test shall be borne by the Contractor.

9.3 In case defects are found which affect neither the performance and function of the machine nor the safety and health of the employees, acceptance may still be granted by the Customer under the condition that such defects are remedied immediately. A respective amount of funds shall then be withheld from the remaining payment amount and shall be paid once such defects are remedied.

9.4 The successful acceptance shall be confirmed to the Contractor by means of the Customer's acceptance report.

10. Notice of Defects

The Customer shall notify the Contractor without delay in writing of defects in the performance provided as soon as such defects are detected in the regular course of business.

11. Warranty and Liability

11.1 The machinery must have the agreed quality, function, and performance level and must comply with the respective applicable laws, regulations, directives, standards, and Customer provisions about health and safety at work, environmental protection, and fire protection.

11.2 Unless otherwise specifically agreed, the Contractor warrants that the Machinery complies with the requirements set out in Section 11.1 and shall remain free of defects for a period of 24 months. The warranty period starts on the date of the acceptance by the Customer. The warranty period regarding spare parts is 24 months starting with their successful installation. The warranties shall be in addition to any rights derived directly from the applicable law, not in lieu of them.

11.3 The Contractor shall correct any reported defects free of charge. If this is not possible or if the Customer cannot reasonably be expected to accept the offered repairs or remedies, the Contractor shall replace the defective services free of charge.

11.4 In urgent cases or if the Contractor is in default regarding correcting a defect, the Customer may carry out the required measures or have them carried out by a third party at the Contractor's cost. The Customer shall notify the Contractor of the implementation of such measures. If this is not possible, the measures required for damage prevention may be carried out without prior notification; in such cases, the Customer shall notify the Contractor immediately as soon as possible. The obligations of the Contractor in the context of warranty shall remain unaffected; this excludes defects which can be traced back to measures carried out by the Customer or third parties under the aforementioned circumstances.

11.5 For services provided in the context of a correction of defects, a new Limitation Period in accordance with subsection 11.2 starts upon the written acceptance of such services.

11.6 If a rectification is not possible or if the Customer cannot reasonably be expected to accept such rectification, the Customer's other rights shall remain unaffected.

11.8 With regard to any further rights and liability, legal regulations apply. If no other law has been specified in the order, the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG) shall be applicable.

12. Intellectual Property Rights

12.1 The Contractor is liable for claims arising from the violation of intellectual property rights and property right applications (property rights) during the use of the machine in accordance with the agreement. The Contractor shall indemnify the Customer from all claims arising from the use of such intellectual property rights. This does not apply if the Contractor has produced products according to drawings, models or similar descriptions or information provided by the Customer and at Customer's explicit request and is unaware that this may violate intellectual property rights of third parties.

12.2 The Contract Partners agree to inform each other immediately of risks of infringement and alleged infringements of which they become aware, and to give each other the opportunity to contest such claims by mutual agreement.

12.3 All intellectual property rights to drawings, models or similar descriptions or information provided by the Customer and any products manufactured or developed using it remain the exclusive property of the Customer. The Contractor acquires no rights to any such information or documentation. All documentation provided by the Customer shall be returned after the performance of the Contractor's duties under this Agreement.

13. Force Majeure

Force majeure, labor disputes, public disturbance, action by governmental authorities, and other unforeseeable, unavoidable, and serious events shall for their duration and to the extent of their effect release the Contract Partners from their contractual obligations. As far as is reasonable, the Contract Partners shall without delay provide each other with the necessary information and shall in good faith adjust their obligations to the changed conditions.

16. Export Controls

The Supplier shall immediately inform the Customer and shall provide the Customer with all relevant required information if the delivery object is – as a whole or in part – subject to approval and/ or subject to (re-) export controls.

17. Non-Disclosure

17.1 The Contract Partners agree to treat all commercial and technical details not publicly known and which become known to them through their business relations as business secrets.

17.2. Drawings, patterns, templates, samples, and the like may not be passed on or made accessible to unauthorized third parties, may only be used for the purposes of the respective agreement between the Contractor and the Customer, and may not be used for other purposes of the Contractor. The reproduction of such objects is only permitted within the framework of operational requirements and copyright provisions.

17.3. Sub-contractors shall be bound by corresponding obligations.

17.4. The Contract Partners may only advertise their business relations with prior written consent.

17.5 The terms of any non-disclosure agreement between the Parties shall be applicable in addition to the terms set forth herein.

18. Place of Fulfillment, Partial Ineffectiveness, Place of Jurisdiction, Applicable Law

The place of fulfillment for deliveries is the place specified in the order; the place of fulfillment for payments is the Customer's headquarters. In case individual agreement terms become invalid, the remaining agreement terms remain unaffected. The place of jurisdiction is Finland, and any disputes shall be settled by arbitration in Finland by a sole arbitrator nominated by the Finland Arbitration Institute.