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- 1. Applicability**
- 1.1 These General Terms and Conditions for Purchase of Services (hereinafter: "T&Cs") set forth the terms and conditions which shall apply to the supply of all services offered by Supplier (hereinafter: "Services") from Supplier to the respective company of Outokumpu Group issuing the order (hereinafter: "OTK").
- 1.2 Individual contracts between OTK and Supplier regarding the supply of Services shall be concluded in each individual case through a written order from OTK referring to these T&Cs (hereinafter: "Order") and the written acceptance of this Order by Supplier (hereinafter: "Individual Contract"). An Order establishes and defines especially (i) the Services required by OTK to be supplied by Supplier, (ii) the total amount to be paid by OTK pursuant to the respective Individual Contract, (iii) the dates of provision of Services; and (iv) the place where the Services are to be provided.
- 1.3 OTK hereby notifies Supplier of OTK's objection to any additional and/or different terms and conditions set forth in any writing from Supplier, unless and to the extent OTK has expressly agreed to any such additional and/or different terms in the applicable Order. Such rejected additional and/or different terms are not part of any Individual Contract and, therefore, not applicable. In the event of any conflict or inconsistency between these T&Cs and any terms or conditions agreed between OTK and Supplier in a Frame Agreement covering the Order issued by OTK, the terms and conditions agreed in the Frame Agreement shall prevail.
- 1.4 A request for quotation, bid, proposal or similar document issued by OTK is not an Order of OTK.
- 2. Performance of Services**
- 2.1 Supplier may not use any subcontractors to perform the Services without the prior written consent of OTK. Supplier shall provide adequate, competent and suitably qualified personnel or subcontractors to perform all aspects of the Services.
- 2.2 Supplier shall perform the Services in the most expeditious and economical manner consistent with the interest of OTK.
- 2.3 Supplier, its personnel, the Services as well as the results of the same shall comply with all applicable laws and regulations of the country in which the Services are conducted, delivered and for which country they are intended.
- 2.4 Any services and items necessary for the proper and complete provision of the Services, which are not expressly required, described or specified in the Individual Contract, shall be considered as part of the scope of Services and included in the prices for the Services.
- 2.5 In the event Supplier or any subcontractor performs any Services at OTK's sites or facilities, Supplier agrees to abide and strictly comply with OTK's applicable requirements for site access, work, activities or services as well as health and safety rules.
- 2.6 Supplier agrees to abide and strictly comply with OTK's corporate responsibility policies, ethics statements (e.g. OTK's Code of Conduct) and Supplier Requirements.
- 3. Time Schedule**
- 3.1 Supplier shall provide and complete the Services at the dates or within the periods set forth in the respective Individual Contract or other agreed time schedule.
- 3.2 Whenever Supplier becomes aware of any event or condition, which may adversely affect or in any way displace or delay the agreed dates or periods for performing the Services, Supplier shall promptly notify OTK in writing and give a full account of the reasons for such delay and the proposed steps to be taken to remedy the situation and/or the adjustment to be made to the time schedule. Supplier shall undertake all necessary actions to reduce or eliminate extra costs and damages to OTK due to such delay.
- 3.3 Parties recognize that time is of the essence and that OTK will suffer financial loss if the Services are not provided at the agreed dates or within the agreed periods. In case the provision of any part of the ordered Services is delayed beyond the mutually agreed date/period specified in the Individual Contract, OTK shall be entitled to (i) liquidated damages in the amount of one percent (1%) of the value of the Individual Contract per each day of delay and/or (ii) terminate the respective Individual Contract. The maximum amount of the liquidated damages payable for the delay under an Individual Contract shall be twenty percent (20%) of the value of the respective Individual Contract. The aforesaid does not restrict OTK's right to any further compensation for damages caused by the Supplier's delay in provision or any other right OTK may have under law or this Agreement. The aforesaid does not restrict Supplier's right to proof, that the actual damage has been lower.
- 4. Performance Test and Acceptance of Services**
- 4.1 Unless otherwise agreed upon in the Individual Contract, Supplier shall conduct a performance test after the Services have been completely provided to check whether the provided Services comply with and fulfil the requirements of the Individual Contract.
- 4.2 Unless otherwise agreed upon in the Individual Contract, the Services provided by Supplier shall be subject to OTK's written acceptance. Acceptance shall take place after a successful completion of the performance test according to Section 4.1.
- 4.3 OTK may reject or revoke acceptance of defective Services or Services not complying with or not fulfilling the requirements of the Individual Contract. Services rejected or revoked by OTK shall be re-performed at Supplier's risk and expense.
- 4.4 Any failure by OTK to inspect or to reject the Services shall not be deemed to be acceptance of Services nor imply acceptance. Payment of Services shall not constitute acceptance of Services, nor will it limit or affect any rights and remedies of OTK.
- 5. Warranty**
- 5.1 Supplier warrants that, (a) all Services will be performed in a professional and workmanlike manner and consistent with the highest professional standards applicable to the Services and its performance; (b) all Services will be in accordance with all requirements of the respective Individual Contract, free of defects and fit for the purposes intended by OTK and (c) the documentation provided by Supplier related to or in connection with the Services will be correct and complete.
- 5.2 Supplier warrants that, (a) it has title to all goods included in the Services and the right to transfer title to such goods to OTK; (b) all goods included in the Services shall be in accordance with all requirements of the Individual Contract, free from

- defects, of new and first class material and workmanship and (c) all goods included in the Services will be properly labelled, marked and/or registered in accordance with all applicable laws.
- 5.3 OTK reserves all rights and remedies arising as a result of non-conformity of provided Services according to the contractual and/or statutory provisions. OTK is especially entitled to claim, at OTK's discretion, and Supplier is obliged at its expense to, remedy of defects, provision of conforming Services and damages.
- 5.4 In case of imminent danger OTK is entitled, after giving notice to Supplier, to remedy the defects on Supplier's cost. The same shall apply in case Supplier did not remedy the defect within a reasonable grace period set by OTK.
- 5.5 Warranty claims shall be time-barred after 36 months of acceptance of the Services by OTK. In case of a remedy of defects or a repeated provision of Services a new three (3) year warranty period shall commence with respect to such Services on the date of acceptance of such correction or Services.
- 5.6 Supplier will immediately notify OTK in writing when it becomes aware of any ingredient, component, design or defect in the Services that is or may become harmful to persons or property or may contain or made of a Hazardous Material.
- 6. Prices, Invoices and Terms of Payment**
- 6.1 The prices reference for the Services are set forth in the Order. All expenses, taxes, duties, charges, costs and fees of any kind are included in the prices for the Services as set forth in the Order. There are no other additional types of expenses, costs, fees and/or moneys of any kind or whatever nature due to Supplier. The time spent on travel and daily allowances are not compensated by OTK. Travel cost including transportation, accommodation, and other travel related expense will be remunerated by OTK to Supplier if agreed in the Individual Contract or otherwise in writing in advance.
- 6.2 Once the Services under a certain Individual Contract are properly and fully provided by Supplier and accepted by OTK for one calendar month, Supplier shall be entitled to prepare and submit to OTK a valid commercial invoice covering all Services provided in this specific calendar month in arrears. In case the invoice is time and material based Supplier shall list in the invoice clearly the resource name, project name, time spent and any other relevant information.
- 6.3 The price is due and payable net within 90 days from receipt of the Services and receipt of the proper invoice, issued by Supplier in accordance with the provisions set forth herein. OTK shall have the right to dispute any Supplier's invoice in whole or in part. For invoices disputed by OTK in part, OTK shall pay the undisputed amount in accordance with the above-mentioned payment terms.
- 7. Intellectual Property Rights**
- 7.1 All intellectual property rights of either Party shall remain the exclusive property of such Party. OTK shall have the right and title to all intellectual property rights such as patentable inventions, non-patentable processes or know-how, designs, copyright, trademarks and the like (the "Intellectual Property") created or made in connection with or as a result of the Services or with any task given by OTK within the scope of the Individual Contract and to all drawings, specifications, models, documents and other materials supplied by the Supplier under the Individual Contract. The Supplier may use OTK's Intellectual Property only in the performance of the Individual Contract. All documents, reports, materials and other results of the Services and otherwise created under the Individual Contract shall be the exclusive property of OTK.
- 7.2 Supplier warrants that the Services provided hereunder and any goods included in the Services shall not infringe any patent, trademark, trade name, copyright and/or any other third party intellectual property right and Supplier shall, at its expense, defend, indemnify and hold OTK harmless from and against any and all loss, damage, expense or liability that may result by reason of any such infringement or alleged infringement, including, without limitation, attorneys' fees incurred by OTK in its defense. In the event that any of the Services provided to OTK hereunder and/or any goods included in the Services become the subject of an alleged infringement of a patent and/or any other third party intellectual property right, Supplier shall, at its expense, procure for OTK the right to continue using the Services and included goods or replace or modify the same so that they become non-infringing. Furthermore, Supplier hereby grants OTK at no extra cost a royalty-free, non-exclusive, irrevocable license under any intellectual property rights owned or controlled by Supplier in connection with OTK's use of the Services and any goods included in the Services.
- 8. Date Protection**
- 8.1 Supplier shall perform the Services in such a manner that prevents (i) any virus to infect or attack any data systems of OTK and OTK Affiliates, and (ii) any third party from obtaining access to the data systems of OTK and OTK Affiliates. In addition, Supplier's computers and other electronic equipment directly or indirectly to be connected with data system of OTK and OTK Affiliates shall have sufficient and updated virus protection programs and firewalls installed and in use. Supplier shall procure that its employees will adhere to all of OTK's reasonable instructions for protecting the data system of OTK and OTK Affiliates.
- 8.2 The parties shall duly comply with all their respective obligations under the EU Data Protection Directive 95/46/EC (and any amendments thereto) and with any subordinate legislation implementing the Directive or any other data protection law applicable in the country where the Services are performed.
- 9. Confidentiality**
- 9.1 The term "Confidential Information" means all information and materials disclosed by OTK to Supplier, including but not limited to, plans and specifications; know-how; engineering data; processes; methods of manufacture; materials handling methods, procedures and improvements; technical specifications and any and all other information and materials relating to the OTK's business. The foregoing shall not apply to information and materials furnished directly or indirectly by OTK hereunder which (i) are known to the public at the time of disclosure to Supplier, (ii) became known to the public after disclosure to Supplier through no fault of Supplier or its Subcontractors, (iii) were rightfully acquired by Supplier from a third party who was lawfully in possession of the information and was under no obligation to OTK or any other party to maintain the confidentiality thereof, or (iv) are required to be disclosed by Supplier by law, regulation or court

- order (provided, however, if an event described in (iv) arises, then Supplier agrees to provide OTK with written notice of such potential disclosure, and provide OTK with a reasonable opportunity to secure the confidential protection thereof).
- 9.2 Supplier shall treat all Confidential Information as strictly confidential from the date of receipt, and Supplier shall not disclose any Confidential Information to any third parties. Upon OTK's request, Supplier shall promptly deliver to OTK or, at OTK's option destroy, all Confidential Information without retaining any copies, extracts or other reproductions of such materials, and shall certify the return or destruction of such Confidential Information in writing to OTK. All Confidential Information given by OTK to Supplier shall be used by Supplier exclusively for the performance of its obligations under the Individual Contract.
- 9.3 The obligations of confidentiality described and set forth herein shall survive any termination or expiration of the Individual Contract for three years.
- 10. Liability**
- 10.1 Supplier shall indemnify and hold harmless OTK from and against all liabilities, costs, losses, damages, third party claims, injuries, judgments, settlements costs or expenses, including but not limited to attorneys' fees arising out of or in connection with Supplier's breach of any contractual duties under the Individual Contract and/or the provision of non-conforming Services hereunder.
- 10.2 The Parties' liability is limited in accordance with the following:  
The Parties' liability for loss or damage is limited to EUR 80,000 or 20% of the value of the relevant Individual Contract, whichever is higher, unless the loss or damage is caused by the Parties' negligence in which event the Parties' liability is limited to 5 million euro per event.  
The limitations of liability set out above do not apply in case of the Parties' gross negligence or intent.
- 10.3 The Supplier shall from conclusion of an Individual Contract until the end of the warranty period set out in the Individual Contract, keep and maintain liability insurance on customary terms and conditions in the European Union with an amount insured of not less than 5 million euro per event. Upon request the Supplier shall prove insurance coverage according to the above.
- 11. Force Majeure**
- 11.1 If by an impediment beyond parties' control which could not have taken into account at the time of conclusions of this Agreement and the consequences of which could not reasonably have been avoided or overcome, such as acts of God, acts or orders of any kind of any governmental authority, war, riots, lock-out, strikes, either Party is unable in whole or in part to carry out its duties and obligations on its part herein contained, such Party shall not be deemed to be in breach of contract during the continuance of such inability. The affected Party shall notify the other party immediately in writing, but not later than within 14 calendar days after occurrence of the Force Majeure Event. The Parties shall use all reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing the Party from carrying out its duties and obligations hereunder.
- 11.2 Supplier shall not be entitled to, and hereby expressly waives recovery of, any compensation or damages of any kind incurred or suffered by reason of a force majeure event contemplated herein.
12. **Termination**  
OTK and Supplier shall be entitled to extraordinarily terminate an Individual Contract immediately without notice for good cause. Good cause shall be especially given in the event
- that the other party is declared bankrupt, files for bankruptcy, goes into or is placed in liquidation, enters into an arrangement with its creditors or becomes insolvent; or
  - that the other party is in material breach of its obligation under these T&Cs/the Individual Contract or relating thereto and fails to remedy such breach within thirty (30) days after the receipt of written notice thereof by the aggrieved party; or
  - Supplier is in breach of its obligation under Section 2.6 of these T&Cs; or
  - the fulfillment of this Agreement by the other party is materially delayed due to a force majeure event for more than sixty (60) days.
13. **Governing Law, Dispute Resolution**
- 13.1 The Individual Contract shall be governed by the laws of the Netherlands excluding the choice of law provisions therein (excluding the UN Convention on Contracts for the International Sale of Services - CISG).
- 13.2 Any dispute, controversy or claim arising out of or in connection with the Individual Contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of three arbitrators. The seat of arbitration shall be Rotterdam. The language to be used in the arbitral proceedings shall be English.
- 14. Miscellaneous**
- 14.1 Supplier must not assign any of its rights and claims under this Agreement to third parties without the prior written consent of OTK.
- 14.2 Supplier acknowledges that OTK will record personal data received from Supplier in accordance with applicable data protection laws.
- 14.3 Supplier shall not make news releases, publicize or issue advertising pertaining to any Individual Contract without first obtaining the written approval of OTK.
- 14.4 OTK's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in these T&Cs, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, and/or any right or privilege.
- 14.5 Supplier is an independent contractor and nothing in these T&Cs will make either Party the employee, agent or legal representative of the other for any purpose. These T&Cs does not grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other.
- 14.6 The Individual Contract and these T&Cs contain the entire agreement between the Parties with respect to the subject matter hereof.
- 14.7 Any and all amendments and supplements hereto shall require the written form. This shall also apply to an amendment of this written form clause itself.
- 14.8 Should any part of these T&Cs be null or voidable, this shall not affect the validity of these T&Cs as a

whole. Instead of the part without legal effect, what most closely reflects what the Parties would have agreed if they had known of the absence of legal effect and has legal effect shall be deemed to have been agreed. The same shall apply mutatis mutandis if anything has been omitted from these T&Cs.

- 14.9 Upon reasonable notice OTK or its duly authorized representative shall have the right to audit at Supplier's facility Supplier's compliance with any of the provisions of these T&Cs. Supplier shall bear any costs and expenses arising out of or in connection with such audit.