

VINCI Energies Finland General Terms and Conditions of Purchase ("GTC") This GTC shall apply to the purchases made by VINCI Energies Finland Oy, Infratek Finland Oy, TLT-Building Oy, TLT-Connection Oy or any other entity which VINCI Energies Finland Oy owns directly or indirectly majority of the share capital (hereinafter "VE Finland") to the extent that they are not contrary to stipulations which are either included in the order of VE Finland or otherwise expressly confirmed by VE Finland in writing.

1 Definitions. The below capitalized terms shall have the meanings defined below:

VE Finland - shall mean the purchaser, i.e. VE Finland entity entering into the Agreement.

Purchaser - shall mean VE Finland entity entering into the Agreement.

Supplier - the company supplying the Product(s) to VE Finland.

Agreement - shall mean the agreement, entered into between the Parties governing their Purchaser -Supplier relationship. If applicable, the Agreement shall mean the purchase order to which these GTC is attached, or where there is a reference to this GTC.

Product - the item delivered, or the work or service performed by the Supplier to VE Finland including but not limited to designs and attached documents.

Parties - the Supplier and VE Finland.

2 Delivery and delay.

2.1 The delivery time and delivery terms for the Products are defined in the purchase order. If no delivery time is defined, the Supplier shall deliver the Products DDP to Purchaser's facility.

2.3 In case the delivery of a Product is in delay, VE Finland shall be entitled to liquidated damages in the amount of 1% of the price of the Products per each day of delay. The maximum amount of the liquidated damages for delay shall be 20% of the price of the Products in delay. This does not restrict VE Finland's right to any further compensation for damages caused by the Supplier's delay.

3 Prices and payment terms.

VE Finland shall make all payments for Products within 30 days from the invoice date, if VE Finland has received and approved the invoiced product.

The prices of the Products are detailed in the purchase order. The prices include any agreed documentation, transportation costs and packing and packing materials, as well as all taxes, duties, levies and other possible charges.

4 Warranty

4.1 The Supplier warrants that the Products comply in every respect with the requirements and specifications set forth in the Agreement and shall be free from any defect in materials, workmanship and design.

4.2 The Supplier warrants all Products for a period of 24 months from the date of delivery of the Product ("Warranty Period"). If the warranty that VE Finland has given to its customer for the end-product is still valid after 24 months from the delivery of the Product by the Supplier, the Warranty Period shall be extended for as long as VE Finland's warranty for the end-product is in force, however not longer than 36 months from the date of the Supplier's delivery of the Product.

4.3 The Supplier shall correct any non-compliance or defect in the Products appearing during or dating from the Warranty Period by a new delivery or upon VE Finland's discretion, by repairing the defective Product or reperforming the service. The Supplier shall be liable for the costs of inspection, shipping, replacement and/or repair of the affected Products. This shall include compensation for the time spent by VE Finland's employees or contractors on the corrective measures.

5 Indemnification, insurance

5.1 The Supplier shall indemnify and hold VE Finland harmless against any injuries to persons or damage to property caused by the Products.

5.2 The Supplier shall maintain adequate insurance to cover any general liability or product liability the Supplier may incur in connection with or as a result of the performance of its obligations under this Agreement. The Supplier shall upon request present the corresponding insurance certificates to VE Finland.

6 IPR

Any technology, including specifications, designs or tools provided by VE Finland, is the property of VE Finland and may not be used for other purposes than to fulfil the obligations in the Agreement. In particular the Supplier shall not produce the Product for himself or sell to third parties if the Product is manufactured wholly or partly in accordance with technical specifications or other technology, designs, knowhow or tools provided by VE Finland. The Supplier shall indemnify and hold VE Finland harmless against all consequences of any infringement by the Products on third party patents, trademarks, copyrights or other intellectual property rights, other than those resulting directly from the design or specifications of VE Finland.

7 Confidentiality, Data Protection, Cybersecurity

7.1 The Supplier shall not disclose to third parties nor use for any other purpose than the proper fulfillment of this Agreement any VE Finland's information of confidential nature, such as VE Finland's customer data, technical information, and data, drawings, specifications, price structures, costs, and volume information, received from VE Finland, without the prior written permission of VE Finland.

7.2 Under the Contract, the Parties undertake to comply with all applicable laws relating to Personal Data. If, for the performance of the Contract, the Supplier processes Personal Data on behalf of the Purchaser, then VE Finland Data Processing Agreement shall apply.

7.3 If, for the performance of the Contract, the Supplier processes information relating to VE Finland customers, then the Supplier undertakes to comply with obligations arising out of national legislation arising out of NIS2 directive (FI: Kyberturvallisuuslaki 124/2025) including but not limited to implementing appropriate technical and organisational measures to manage cybersecurity risks, ensuring the security of network and information systems, and reporting incidents within 24 hours to the Purchaser. The Supplier shall ensure that these obligations are also contractually imposed on its subcontractors and shall provide evidence of compliance upon request. The Purchaser reserves the right to audit the Supplier's compliance with these obligations.

8 Compliance

8.1 Both Parties shall comply with VINCI Anti-Corruption Code of Conduct, VINCI Code of Ethics, VINCI Human Rights Guide, VINCI Fundamental Principles of Occupational Health and Safety, and VINCI Environmental Guidelines available at <https://www.vinci.com/en/actions-and-missions/our-actions/respecting-ethical-principles/guidelines> (hereinafter "VINCI Values").

8.2 The Supplier undertakes, in respect of its material obligation to, for both it and its subcontractors (i) to comply with applicable laws and regulations in all countries where it operates, (ii) to comply with VINCI Values in the course of the Agreement performance, (iii) to respect human rights by preventing, limiting and making good its current and any future negative impacts, (iv) to comply with all legislation and regulations relating on ethical competition and combating corruption and to refrain from all unlawful conduct in this regard, (v) to incorporate environmental aspects in conducting its business and to curb its environmental impact, (vi) to implement and maintain its own appropriate policies and procedures to ensure respect for human rights and compliance with competition, anti-corruption and environmental regulations, (vii) to raise the awareness of its employees about respecting human rights, competition law, anti-corruption measures and environmental regulations, (viii) to check and monitor its own supply and subcontracting chains requiring the same compliance from its own suppliers and secondary subcontractors, (ix) to respond diligently to any request from the Purchaser, or any third party it mandated, and more particularly to reply to any questionnaire and any documents relating to the evaluation of suppliers as regards ethics and compliance, and (x) to inform the Purchaser without delay of any request, act or omission or event that is inconsistent with or counter to VINCI's Values and legislative and regulatory provisions concerning ethical, competition and anti-corruption measures and environmental protection.

8.3 The Supplier undertakes to comply with all restrictive measures or sanctions (such as embargoes, asset freezes, economic sanctions, export of dual-use goods, etc.) in European Union and the United Nations concerning the sale, purchase, import, export or payment of any goods and/or the performance of any services, when such measures or sanctions are likely to directly or indirectly affect the Purchaser. Any new restrictive measure or sanction coming into force during the performance of the Contract, as well as any breach by the Supplier of a restrictive measure or sanction during the course of the Agreement, shall allow the Purchaser to suspend or terminate such Agreement with immediate effect at its discretion, without prior notice and without any liability towards the Supplier.

8.4 The Supplier hereby authorizes the Purchaser to carry out any audit on the Supplier's sites, or to have one conducted by any third-party auditor, to check strict compliance with the obligations in this section. In the event of a breach of these obligations by the Supplier, then, and the Supplier shall indemnify and hold the Purchaser harmless for any penalties, fines compensation, cost and/or expenditure and/or any other liabilities resulting from such breach.

9 Term and termination

9.1 The Agreement shall remain in force until all Products have been delivered and all obligations under the Agreement have been met (including the warranty obligations).

9.2 Notwithstanding the above, and in addition to any termination rights under applicable law, either party may terminate this Agreement with immediate effect at any time by written notice to the other party if the other party is in material breach of this Agreement and fails to remedy such breach, if capable of remedy, within 30 days after issuance of a written notice thereof, or the other party files for bankruptcy or liquidation or becomes insolvent.

9.3 Failure by the Supplier to meet any of its statutory, regulatory or contractual obligations as regards ethics and compliance, labour law, infringement of health and/or safety rules endangering the health and/or integrity of persons and/or property or breach of any obligations under sections "Confidentiality, Data Protection and Cybersecurity" or "Compliance" by the Supplier is deemed to be a material breach of the Agreement.

9.3 The sections on warranty, indemnification, confidentiality and any other sections that by their nature are deemed to survive, shall survive the termination of this Agreement.

10 Miscellaneous

10.1 Nothing in the Agreement shall prejudice any warranty or any legal remedy to which VE Finland may be entitled by virtue of applicable legislation. For the avoidance of doubt, any references to the Supplier's general terms of sales included in an order confirmation or otherwise shall not be binding upon VE Finland.

10.2 The Supplier may not transfer or assign this Agreement or any part of it without the prior written consent of VE Finland. VE Finland may assign the Agreement or any part thereof to any company affiliated with VE Finland.

10.3 This Agreement shall be governed by and construed in accordance with laws of Finland. Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce.