



DNA PLC

Business ID 0592509-6

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DNA PLC'S GENERAL TERMS OF PURCHASE

1. AREA OF APPLICATION

Unless otherwise agreed by the Parties in writing, these General Terms of Purchase are applied to any purchases that DNA Plc makes from the Supplier. If the Parties wish to deviate from these General Terms of Purchase, the changes must be recorded in writing in the Purchase Contract.

In order of priority, these General Terms of Purchase immediately follow the Purchase Contract and take priority over the other appendices to the Purchase Contract.

2. DEFINITIONS

Purchase refers to goods, material, software, licence, service or another object of purchase;

General Terms of Purchase refers to these General Terms of Purchase for DNA;

Purchase Contract refers to a contract, order or other document with appendices that includes references to these Terms of Purchase or to which these Terms of Purchase have been agreed to apply and where the Purchase is specified in more detail. Any documentation handed over or presented by a Party in relation to the Purchase is only considered a part of the Purchase Contract insofar as the documentation is appended to the Purchase Contract;

Intellectual Property Rights refer to any Intellectual property rights, including but not limited to patents, utility model rights, copyrights, trademarks, product names, exclusive rights to circuit models and other Intellectual rights such as trade secrets, inventions, know-how and confidential information;

Parties refer to DNA and the Supplier and the Party refers to either DNA or the Supplier;

DNA refers to DNA and the companies that belong to the same group with it; and

Supplier refers to the other Party to the Purchase Contract, the supplier of the Purchase.

3. PURCHASE CONTRACT

3.1 The Supplier and DNA have entered into a Purchase Contract when one of the following has occurred:

- a) The Parties have signed a contract concerning the Purchase; or
- b) DNA has notified the Supplier in writing that it approves a binding offer (order); or
- c) The Supplier has confirmed DNA's order in writing (order confirmation).



3.2 Any conditions that the Supplier may have included in the order confirmation and that differ from the order will only enter into force if DNA approves them in writing.

4. DUTIES OF THE SUPPLIER

4.1 The Supplier shall reserve the necessary personnel resources and other resources for performing the Purchase and shall be responsible for fulfilling its obligations according to the Purchase Contract within the agreed schedule while maintaining high quality and a high level of professionalism, while applying good technical and commercial practices and in accordance with the applicable standards and regulations.

4.2 If key persons are appointed for a Purchase, the Supplier must not change the key persons without permission from DNA unless the reason is not attributable to the Supplier. The Supplier must always give written notification of the change of a key person in advance and suggest, without delay, a new person as a replacement with at least the same level of experience and expertise as the person to be replaced. Appointing a new person requires approval from DNA.

4.3 The Purchase must meet all of the necessary provisions and requirements stated in the legislation or issued by the authorities, as well as the agreed characteristics, quality requirements, industry standards and regulations concerning the Purchase in terms of fire safety, the environment, structural characteristics, equipment, occupational safety and other safety regulations. Furthermore, the Purchase must have the appropriate approvals (for example, the CE label and any permits that may be required).

4.4 The Supplier is not authorised to make any changes to the Purchase specified in the Purchase Contract without written permission from DNA. The Supplier must notify DNA in writing of any needs for change and/or other essential issues related to the Purchase as soon as they have been brought to the attention of the Supplier.

4.5 Unless otherwise expressly agreed, the Purchase includes the following:

- The agreed materials, equipment and/or services that form an entity which allows the Purchase to be safely used for its intended purpose;
- The necessary user manuals and guidance for the use of the Purchase;
- Documentation concerning the contents of the Purchase, the work done during the Purchase and the work stages in the agreed format;
- The necessary documents and permits which indicate that the Purchase meets the authority requirements;
- The usage rights and Intellectual Property Rights necessary for using the Purchase for the intended purpose, with rights for forwarding and modification.

Unless otherwise expressly agreed in writing, these duties of the Supplier are included in the purchase price. Furthermore, the Supplier confirms that it has the right to deliver the Purchase to DNA.

4.6 If the delivery or Purchase Contract is of a continuous nature, the Supplier is responsible for reporting to DNA at least once per month regarding the matters that the Parties have separately agreed on.

4.7 The Supplier shall appoint a responsible person for the Purchase and communicates this to DNA.

4.8 The Supplier must have sufficient and comprehensive liability insurance from an insurance



company that is generally acknowledged as reliable.

4.9 The Supplier is responsible for meeting its duties as an employer and other duties according to the legislation.

4.10 When the contractual relationship between the Supplier and DNA is such that the Act on Contractor's Liability (Act on the Contractor's Obligations and Liability when Work is Contracted Out, 22.12.2006/1233, as amended) is applied and the Supplier is a Finnish company, the Supplier shall register into electronic service portal designated by DNA and to maintain the registration during the term of the Purchase Contract. Purchase Contract governed by the Act on Contractor's liability shall not enter into force until the registration is made and DNA has had the chance to verify that there are no obstacles related to the Act which would make it not possible to enter into the Purchase Contract in question. If the Supplier is not a Finnish company, it shall provide DNA with the information and documents, in a form acceptable to DNA, which DNA is required to obtain according to the Act on Contractor's Liability. Regarding Purchase Contract with a term longer than one (1) year, the Supplier shall upon request of DNA, provide the said information and documents on each anniversary of the Purchase Contract. Purchase Contract governed by the Act on Contractor's liability shall not enter into force until the required information and documents have been delivered and DNA has had the chance to verify that there are no obstacles related to the Act which would make it not possible to enter into the Purchase Contract in question.

4.11. The Supplier must notify DNA at the latest in the order confirmation if the Purchase includes open source software. Open source software refers to software published under a licence that differs from these terms and is listed under <http://opensource.org/licenses>, for example, or which has been otherwise published under a separate open source licence. The Supplier must provide DNA with either the licence terms related to the open source software or an unambiguous link to a location where the terms can be found.

5. DUTIES OF DNA

5.1 DNA shall pay the purchase price and fulfil its obligations in accordance with the Purchase Contract.

5.2 DNA shall provide the Supplier with the information, specifications and materials defined in the Purchase Contract that are required in order for the Supplier to be able to fulfil its obligations in accordance with the Purchase Contract. The Supplier is only authorised to use the information and materials handed over by DNA for fulfilling its obligations in accordance with the Purchase Contract. If the Supplier finds any errors or deficiencies in the information, specifications or materials provided by DNA, the Supplier shall immediately notify DNA of this.

6. PURCHASE PRICE AND PAYMENT TERMS

6.1 DNA commits to paying the purchase price specified in the Purchase Contract according to the terms of the Purchase Contract. Unless otherwise agreed between the Parties, the purchase price refers to the fixed total price of the Purchase that is the Supplier's entire compensation for fulfilling its obligations in accordance with the contract. The purchase price shall include the following elements, at a minimum: a) the price of the purchase; b) taxes, duties and other government fees with the exception of Value Added Tax; c) standard costs related to transport, packaging and other handling in accordance with the delivery terms; and d) the drawings and standard operation and service manuals required for the installation, use and maintenance of the Purchase as well as other corresponding documents.



6.2 The Supplier is entitled to invoice the purchase price once the Purchase has been handed over to DNA and DNA has accepted the Purchase. The term of payment shall be sixty (60) days net from the date of the invoice. Late interest shall be collected according to the Interest Act (633/1982, with amendments).

6.3 If the Parties have agreed that the purchase price is to be paid in parts, the Supplier is entitled to invoice each part of the purchase price once each milestone defined in the Purchase Contract has been reached in an acceptable manner.

6.4 Making the payment does not indicate that the Purchase corresponds to what has been agreed upon or that DNA has approved it.

6.5 Unless otherwise agreed in writing, the Supplier is not entitled to invoice travel costs, accommodation costs, daily allowance costs or other comparable costs.

6.6 In order to maintain its right to invoice DNA, the Supplier must present the invoice for the Purchase within ninety (90) days from an accepted delivery at the latest.

7. DELIVERY TIME, ACCEPTANCE OF THE DELIVERY AND DELAYS IN DELIVERY

7.1 Unless otherwise explicitly agreed, the delivery time will begin once the Purchase Contract has been entered into in accordance with Section 3. Unless otherwise agreed, the delivery time shall be a reasonable time, but no longer than two (2) weeks.

7.2 If the Supplier observes, or should observe, during the delivery time that it cannot deliver the Purchase within the agreed delivery time or the Supplier is otherwise behind the agreed schedule, DNA must be immediately notified in writing. The notification must include the cause of the delay. The notification does not remove the Supplier's liability to fulfil the obligations of the Purchase Contract or extend the delivery time. However, the Supplier must, under all conditions, act at its own cost in order to avoid, or at least minimise, any possible delays.

If a delay that is not considered minor is attributable to the Supplier and the Supplier neglects its obligation to inform DNA, the negligence is considered to be wilful and DNA is authorised to claim compensation in accordance with section 12.1 of these General Terms of Purchase.

7.3 DNA shall perform an acceptance inspection within a reasonable time period after the Purchase has been delivered. Unless another approval procedure has been agreed upon, the Purchase is considered to be accepted at the latest thirty (30) days from the delivery of the Purchase if DNA has not sent a reclamation to the Supplier concerning the Purchase. If the software cannot be tested due to the errors that it contains, the above approval time is extended by the time that it took to correct the errors. The fact that the software is taken into production use does not indicate that the Purchase has been approved.

7.4 If the delivery of a Purchase in accordance with the Purchase Contract is delayed due to a reason attributable to the Supplier, and this is not a case of force majeure, the Supplier is to pay to DNA a delay penalty of two (2) per cent of the purchase price for each commencing week of delay, but at most twenty (20) per cent of the sale price. The Purchase may only be delivered in parts once DNA has approved this separately and in writing. The payment of the delay penalty does not release the Supplier from its delivery obligations.



7.5 DNA's rights listed in this section 7 do not affect DNA's other rights pursuant to the Purchase Contract, these General Terms of Purchase or the legislation. DNA is entitled to receive compensation from the Supplier for direct costs and damages caused by the delay when they exceed the delay penalty according to section 7.4.

8. WARRANTY AND WARRANTY PERIOD

8.1 The Supplier guarantees and is liable for ensuring that the Purchase corresponds to the Purchase Contract and meets the quality standards specified in the Purchase Contract during normal use, or, in the absence of them, the typical minimum quality standards for a Purchase of this type (quality guarantee). Furthermore, the Supplier is responsible for the Purchase being fit for the purpose intended by DNA if this purpose has been expressly agreed upon.

8.2 If performance values, consumption values, emissions, response times or other functional values or characteristics have been specified in the Purchase Contract, the Supplier guarantees and is liable for ensuring that the Purchase meets these specifications or characteristics under the operating conditions that are defined in the Purchase Contract.

8.3 As regards the products included in the Purchase, the warranty period is the Supplier's standard warranty period, but at least twelve (12) months. The warranty period begins once the Purchase has been approved. DNA is entitled to transfer the warranty to its customer. Furthermore, for a period of thirty (30) months, the Supplier is responsible for any detrimental effects or damage caused to health, life or property by any errors or deficiencies within the Purchase.

8.4 If an error covered by the warranty liability is discovered in the Purchase, DNA must immediately notify the Supplier. The Supplier must, at its own cost, immediately repair the Purchase or perform the Purchase anew. Replaced defective parts are the property of the Supplier. If the Purchase is performed anew, the warranty periods described in section 8.3 will begin again after the Purchase performed anew has been approved. The warranty period for replaced parts and repair work is the original remaining warranty period for the Purchase, but at least a minimum of six (6) months. If the replaced parts are significant in terms of the entity of the Purchase, the warranty periods described in section 8.3 begin at the moment when the parts are replaced.

8.5 Even after the warranty period ends, the Supplier is responsible for removing, at its cost and immediately after receiving the notification, any errors that occur in the Purchase which, as demonstrated by DNA, were already in the Purchase when the risk of liability was transferred in accordance with section 9 and which DNA could not have reasonably observed during the acceptance inspection or the warranty period.

8.6 If the Supplier fails to correct the error within a reasonable period after receiving notification from DNA, DNA is entitled, after notifying the Supplier, to perform the repairs or to have them performed at the liability and cost of the Supplier. If the Purchase includes software, the Supplier is obligated to provide the performer of the repair with the source code to the software. On the basis of this contract, DNA is only entitled to utilise the source code for the purposes of finalising a warranty repair.

8.7 The warranty does not cover normal wear and tear or damage caused to DNA by use in violation of the user instructions provided to DNA.



8.8 Unless otherwise agreed, the Supplier is responsible for ensuring the availability of the necessary maintenance, spare parts, updated versions and software updates for the Purchase for the duration of its normal service life starting from the delivery date; however, the period shall be at least five (5) years after the expiration of the warranty period.

9. TITLE AND RISK OF LIABILITY

9.1 The Supplier delivers the Purchase or a part thereof according to the delivery terms stated in the Purchase Contract. Unless otherwise agreed between the Parties, the goods, equipment etc. are delivered DDP (Delivered Duty Paid) to DNA's delivery address in Finland (Incoterms 2010).

9.2 If the Purchase includes services, installation or other work, title and risk of damage and liability are transferred to DNA for the entire Purchase entity once DNA has approved the Purchase according to section 7. If the Purchase does not include the work listed above, the title and risk of damage and liability are transferred to DNA once the Purchase has been delivered in accordance with section 9.1.

9.3 The Supplier is responsible for DNA's property that DNA has handed over to them for storage, repair, further refining or other reasons and agrees to return it at the request of DNA.

10. PERMITS AND INTELLECTUAL PROPERTY RIGHTS

10.1 The Purchase includes all rights and permits for the use and further development of the Purchase for its original purpose within DNA's business operations. DNA is entitled to transfer the Purchase to a third party entirely or in part. This paragraph also applies to the documentation related to the Purchase.

10.2 The Supplier warrants that the Purchase or its use or transfer to DNA's customer does not infringe the Intellectual Property Rights of a third party. If a third party files a claim against DNA or DNA's customer concerning an infringement of Intellectual Property Rights in relation to the Purchase, the Supplier shall, at its own expense, defend and hold DNA harmless from and against any such claim and indemnify DNA for any direct losses and payables arising out of such claim, including but not limited to, legal costs and any awards to the third party. DNA must immediately notify the Supplier of any claim filed against DNA. If the Supplier reasonably believes that a Purchase infringes third-party Intellectual Property Rights, the Supplier shall at its own cost, (a) provide DNA with the right to continue the use of the Purchase, (b) replace the Purchase with a similar purchase, or (c) modify the Purchase so that it no longer infringes Intellectual Property Rights. If the Supplier fails to perform the above within a reasonable time, DNA shall have the right to cease using the Purchase and to return the Purchase to the Supplier against payment of the price paid for the Purchase less the reasonable amount corresponding to the use of the Purchase by DNA.

10.3 If the Purchase includes software or design work that has been designed or tailored for DNA, DNA will receive all ownership and Intellectual Property Rights related to them, including the right to modify and forward the said software.

10.4 The copyright of and other Intellectual Property Rights to standard software belong to the Supplier or a third party. The licence terms for standard software must be included in the Purchase Contract. Unless otherwise agreed in the Purchase Contract, the Supplier grants to DNA and DNA receives, in addition to the royalty-free and perpetual licence to the standard software included in the Purchase, the rights to:



- Use the standard software and documentation within its own operations;
- Sell services produced with the standard software to a third party and to combine the standard software with DNA's own services when DNA sells its services to its customers;
- Transfer the standard software to another device platform or licence environment or to a different geographical location; and
- Should DNA's business or its reorganisation require it, hand over the licence to the standard software to the third party to whom the business is transferred, and, if required by the purpose, to modify the standard software in the manner required by the purpose.

10.5 DNA receives all the rights to the results of the Supplier's services and to all the Intellectual Property Rights created during the Supplier's fulfilment of its obligations during the Purchase, including full rights to forwarding and modification.

10.6 DNA's licence to the standard software will survive the termination of the Purchase Contract, except in cases where the Purchase Contract is terminated due to a wilful breach of contract on the part of DNA.

11. INFORMATION SECURITY

11. 1. The Supplier is obliged to ensure the information security and data protection by following the laws, official regulations, decisions and guidelines given by the authorities as well as the agreed upon information security arrangements, the instructions given by DNA, and good data processing practice.

11.2 The Supplier must make sure that the devices and service production facilities for which it is responsible have been appropriately protected against information security risks and that the procedures related to data protection and backup are followed.

11.3 Each Party shall strictly comply with the applicable data protection legislation including the European General Data Protection Regulation, 2016/679. Each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of personal data (as defined in the Data Protection Legislation) and against accidental loss or destruction of, or damage to, the personal data. When DNA acts as a controller of personal data and the Supplier acts as a processor of such personal data, the Parties shall conclude a separate agreement on this.

11.4 The Supplier undertakes to follow the Act on Electronic Communication Services (917/2014, with amendments) when processing traffic data and/or location data. The Supplier undertakes to ensure that only those employees of the Supplier who perform tasks related to DNA's order and only to the extent necessary to perform these tasks are allowed to handle relay data related to communications. A person who has received information may not disclose without permission what he or she has discovered about the traffic and/or location data.



12. LIABILITY FOR DAMAGE

12.1 A Party is not liable for consequential or indirect damage caused to another Party, such as loss of profit, loss of market share, production loss or similar damage. This limitation of liability does not cover damage that has been caused by intentionally or by gross negligence, or damage that has been caused due to a breach of confidentiality or the obligations related to Intellectual Property Rights or Information Security (clause 11). DNA's liability for direct damage caused to its customer as a result of the Supplier's or Supplier's sub-contractor's misconduct or negligence is also considered direct damage to DNA.

13. VALIDITY AND TERMINATION OF CONTRACT

13.1 As regards one-time Purchases, DNA is entitled to terminate the Purchase Contract with immediate effect if the Supplier fails to deliver the Purchase within the agreed delivery time if DNA has emphasised the importance of the set deadline. In other cases, DNA is entitled to terminate the Purchase Contract for a one-time Purchase if the Supplier fails to deliver the Purchase within the agreed delivery time or within a reasonable additional time defined by DNA.

13.2 If the Purchase is not of a one-time nature, the Purchase Contract shall remain in force until further notice and can be terminated in writing with one (1) months' notice by DNA and four (4) months' notice by the Supplier's.

13.3 Both Parties are entitled to terminate the Purchase Contract with immediate effect by notifying the other Party in writing if the other Party

- (a) is in material breach of the contract and, in cases where the breach is remediable, has failed to remedy the breach within thirty (30) days after receiving a written notification concerning the matter from the other Party; or
- (b) continues to be in breach or repeatedly is in breach of the terms and conditions of the Purchase Contract after thirty (30) days of receiving a written notice thereof; or
- (c) becomes insolvent, goes bankrupt or falls into liquidation or anything similar happens to the other Party under any applicable laws, or it is otherwise clear that the other Party will be unable to meet its contractual obligations in full due to financial difficulties.

13.4 When the Act on the Contractor's Obligations and Liability when Work is Contracted Out is applied to the contractual relationship between the Parties, DNA is entitled to terminate the Purchase Contract to which the Act on the Contractor's Obligations and Liability when Work is Contracted Out is applied with immediate effect by notifying the Supplier in writing if

- d) the Supplier fails to fulfil its obligations related to contractor liability as described in section 4.10 of these General Terms of Purchase;
- e) a trader or a partner, a member of the Board of Directors, the Managing Director, or another person in a comparable position has been barred from conducting business under the Act on Business Injunctions (1059/985, as amended); or
- f) DNA reasonably believes that the Supplier does not intend to fulfil its statutory obligations to pay as a contractor and employer;



and the Supplier fails to remedy such breach within thirty (30) days of a written notice from DNA to remedy the breach.

14. FORCE MAJEURE

14.1 If the fulfilment of a contractual obligation is prevented or delayed due to force majeure, the Party will be released from the contractual obligation for the duration of the force majeure condition. Force majeure refers to a condition that is outside of the Parties' control, which a Party could not reasonably have foreseen when signing the Purchase Contract and whose effects cannot be prevented or overcome; these include war, labour disputes and natural disasters. The other Party must be immediately notified about the force majeure as well as about its ending.

14.2 Delays on the part of a subcontractor are not considered force majeure, unless the Supplier can demonstrate that the subcontractor's delays are due to force majeure and that replacing the subcontractor's part with a corresponding product or service is not possible without unreasonable costs.

15. CONFIDENTIALITY

15.1 Both parties agree not to disclose any information received by one party from the other which is marked as confidential or which is to be understood as confidential, including but not limited to information regarding the business activities, products, production facilities, technologies, know-how, objectives or plans of the parties or their subsidiaries or affiliates and personal data received from each other ("Confidential Information") and agree not to use Confidential Information for purposes other than fulfilment of their contractual relationship. Both parties agree not to disclose Confidential Information of the other party to others than those employees, advisors, subsidiaries, subcontractors, service providers or its other cooperation partners who necessarily need the Confidential Information for the fulfilment of the parties' contractual relationship.

15.2 A party is obligated to ensure that all persons and entities to which it discloses Confidential Information are bound by confidentiality obligations not less restrictive than stipulated in these General Terms of Purchase. A party will remain fully liable for the acts and omissions of those persons and entities to which it discloses Confidential Information.

15.3 The parties agree to apply adequate data security processes to Confidential Information and to treat confidential information at least with the same care as their own Confidential Information.

15.4 The obligations specified above do not apply to Confidential Information whose unlimited use and disclosure the parties explicitly approve in writing, nor to information that was public at the time the information was received, or that became public for reasons other than the receiving party's contribution or neglect, or was verifiably in the receiving party's possession without any limitations regarding its disclosure or use before the information was disclosed, and was not, to the receiving party's knowledge, directly or indirectly obtained from the disclosing party; or was legitimately received from a third party who, to the receiving party's knowledge, had not obtained the information directly or indirectly from the other party to the Purchase Contract. The confidentiality obligation does not extend or apply to Confidential Information which the party is duly compelled to disclose by virtue of law or the compelling rules of relevant stock exchange.



15.5 Upon expiration of the Purchase Contract or when Confidential Information is no longer needed, the receiving party agrees to cease using the other party's Confidential Information and shall return or destroy the Confidential Information, as requested by the disclosing party. Both parties have the right to retain copies required by applicable laws or orders of the authorities.

15.6 The rights and obligations set forth in this section "confidentiality" shall survive the expiration of the Purchase Contract between the parties for a period of five (5) years from the expiration of the Purchase Contract, unless otherwise agreed.

15.7 The supplier may not use the contractual relationship with DNA as a reference without separate written acceptance of DNA.

15.8 This section 15 does not limit any signed and valid confidentiality agreement between the Parties; such an agreement will be applied according to its original scope and purpose.

16. SUBCONTRACTING AND TRANSFER OF CONTRACT

16.1 Unless otherwise stated by DNA, the Supplier may use subcontractors to fulfil its obligations according to the Purchase Contract. The Supplier is responsible for the operation of its subcontractors as for its own. The Supplier must ensure and the Supplier is responsible for ensuring that its subcontractors follow the obligations imposed on the Supplier in accordance with the these General Terms of Purchase and the Purchase Contract, including the terms of confidentiality.

16.2 The Supplier is responsible for using subcontractors approved by the authorities insofar as such approval is necessary. The Supplier is also responsible for ensuring that all of the subcontractors it uses have fulfilled their legal obligations appropriately. Upon request, the Supplier shall provide DNA with a list of the subcontractors that it uses for delivering an individual Purchase. For justified reasons, DNA is entitled to forbid the use of a specific subcontractor for an individual delivery.

16.3 A Party does not have the right to transfer the Purchase Contract to a third party without the written consent of the other Party. Notwithstanding the foregoing, DNA may transfer or assign the Purchase Contract or the rights received on its basis entirely or in part to a company that belongs to the same group as DNA or to a third party to whom its business operations are transferred.

17. APPLICABLE LAW AND THE SETTLEMENT OF DISPUTES

These General Terms of Purchase and the Purchase Contract are governed by and construed in accordance with the laws of Finland excluding its choice of law provisions.

Any dispute, controversy or claim arising out of or relating to these General Terms of Purchase and the Purchase 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 the proceedings shall be English. However, Parties shall be entitled to submit evidence and hear witnesses in Finnish.



18. VALIDITY AND MODIFICATION OF CONTRACT TERMS

18.1 These General Terms of Purchase shall enter into force as from 22 September 2022 and remain in force until further notice.

18.2 DNA may modify these General Terms of Purchase by notifying the Supplier in writing at least thirty (30) days before the modifications enter into force. The modified terms shall apply to Purchase Contracts made after the modification.