

1. INTRODUCTION

1.1 These General Terms and Conditions – Technical Advisory Services (2022) (the "Conditions") shall, unless otherwise agreed in writing, apply to technical advisory services, carried out by any authorised company, distributor/agent or service station of the Wärtsilä Group (the "Contractor"), whether or not any reference to Conditions is made in the respective contract, order or confirmation of order. Inclusion by Contractor's customer (the "Customer") of any terms inconsistent with or in addition to Conditions are hereby disclaimed and shall have no effect unless accepted in writing by a duly authorised representative of Contractor.

1.2 Subject to these Conditions, Contractor agrees to provide Customer with qualified technical manpower (the "Personnel") for the provision to Customer of technical advisory services in respect of the Customer's installation(s) (the "Services") in accordance with Contract, whether provided onsite or remotely without the Personnel being physically present at the designated installation or worksite. Contractor is not responsible for, and the Services do not include, any installation, repair or maintenance or other services. Contractor's offers are non-binding until accepted and confirmed by a purchase order issued by Customer in compliance with these Conditions which is acknowledged by Contractor in writing (any such acknowledged purchase order forms a "Contract"). Customer may not change or cancel any purchase order after it has been received by Contractor unless Contractor has agreed in writing to such change or cancellation.

2. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

2.1 Neither party shall copy or disclose to a third party any document or data provided by the other party without the prior written consent of the other party or use them for purposes other than those for which they were provided. Intellectual property rights associated with Services or any document or data provided by Contractor in connection therewith shall remain Contractor's property. Customer shall defend, indemnify and hold harmless Contractor against all claims, losses and damages, including reasonable attorneys' fees, arising out of or resulting from any reuse, modification, reproduction or publication of Contractor's intellectual property documents or data.

2.2 Notwithstanding anything to the contrary, companies belonging to Wärtsilä Group shall have the right to collect data from sensors, instruments, monitors, data collectors, industrial control or SCADA devices located at Customer's sites or on the equipment delivered, or if agreed between the parties through any digital platform managed by Contractor or an authorised third party for storing such data, and use such data, including but not limited, to support and develop its products, solutions and services. Data may be transferred within Wärtsilä Group and to third parties who act for or on its behalf for processing the data. Companies belonging to Wärtsilä Group shall own any enrichment, report or derivative work developed or derived from such data. The rights granted hereunder shall survive any termination or expiration of the Contract.

2.3 Subject to the Customer's compliance with the Contract and these Conditions, the Contractor grants the Customer a non-exclusive license to use any software supplied with the Services ("Software") in connection with the normal and proper use of the applicable products. If Software is supplied as part of the Services, the term Services shall be deemed to include Software whenever used in these Conditions. The Customer may make copies of the Software only where essential for its lawful operation or for necessary back-up purposes. The following terms apply to the Software: (1) Customer shall not copy, modify, create derivative works from, disassemble or otherwise attempt to derive the source code; (2) supply of Software does not include updates, upgrades, maintenance, support or other additional services and any such items shall be subject to separate written agreement and additional cost; (3) the use of the Software may be subject to separate terms of use or third-party software terms as updated from time to time; (4) any onward supply of the Software to Customer's customers or other end users, shall be subject to the applicable terms of the Contract and these conditions (or substantially equivalent terms). If any cloud-based service is supplied in connection with the Services ("Cloud Service") then the Customer may access the Cloud Service for the duration agreed in the Contract.

3. PERFORMANCE OF SERVICES

3.1 Contractor undertakes to carry out Services in a workmanlike manner and with qualified personnel.

3.2 Customer shall enter into an agreement with a servicing technician, or shall use its own personnel, to provide any installation, service, repair or maintenance services in respect of Customer's installation(s) (the "Work"). The servicing technician contracted by Customer to carry out the Work, or Customer (if Customer carries out the Work by itself), as the case may be, is herein referred to as the Primary Servicing Technician (the "Primary Servicing Technician"). Customer shall cooperate and provide assistance to Contractor to ensure that Contractor is enabled to undertake the Services, and will, likewise, require any Primary Servicing Technician and/or its personnel to cooperate with Contractor and designate a representative with whom Contractor may have direct contact. Customer acknowledges that, during the course of providing Services, Contractor may recommend that the Work shall be changed or supplemented.

3.3 Without written permission of Contractor, Customer shall have no right to employ Contractor's personnel for any installation, service, repair or maintenance services on Work and no responsibility for same is taken by Contractor.

3.4 Contractor has the right to suspend the performance of its obligations under the Contract if it is reasonably clear from the circumstances that Customer will not be able to perform its obligations as stated in the Contract.

4. COMPENSATION AND PAYMENT

4.1 All prices quoted in the offer and submitted by Contractor and all prices stated in Contractor's price list are net and exclude taxes, duties and similar assessments which are payable in addition as applicable. Contractor reserves the right to make changes in the price list without prior notice. Unless otherwise agreed, payment is to be made by bank remittance in the currency and to the bank account set forth in the invoice within twenty (20) days from the date of the invoice. Payment shall be made in full without any set off, counterclaim or deduction, all expenses for remitting payments being borne by Customer.

4.2 Customer shall pay interest on overdue payments from the maturity date until the actual date of payment at the rate of one and one quarter percent (1.25%) per month, compounded annually. Customer shall pay Contractor all costs related to the collection of overdue amounts, including reasonable attorneys' fees. In the event any payment is more than thirty (30) days late, Contractor shall be entitled to suspend or terminate the Contract by written notice to Customer, and such remedies shall not be exclusive of Contractor's additional rights under contract or law. Contractor may as a precondition for the performance of the Services, request that Customer provides Contractor with security covering any unpaid amount already owed to Contractor or its affiliates.

5. WARRANTY

5.1 Contractor shall only be responsible for deficiencies related to Work performed under his advisory role by Primary Servicing Technician's personnel or those of a third party, if it can be proved that such deficiencies are solely and directly attributable to the fact that Contractor's personnel has acted with Gross Negligence in the course of the Services. Gross negligence shall in respect of these Conditions be understood as a conscious and voluntary act or omission of a party in reckless disregard of a legal duty which fundamentally, seriously and substantially deviates from a diligent course of action and which is in reckless disregard of or indifference to the direct and harmful consequences to the other party ("Gross Negligence").

5.2 Contractor warrants that it shall use due care and skill in performing Services. Should Work performed by Primary Servicing Technician be inadequate solely and directly due to a failure of Contractor to use such reasonable care and skill in the performance of the Services, Contractor undertakes to re-perform its technical advisory Services to the extent practicable. The Contractor warrants that any Software shall not contain any material non-conformance with the Contractor's technical specification for such software during the warranty period and that the Cloud Service will perform substantially in accordance with the Contract

and Contractor's technical specifications for the duration of the applicable term provided in the Contract.

5.3 Customer shall immediately take appropriate steps to prevent any failure of Contractor to use reasonable care and skill from becoming more serious and to enable Contractor to re-perform the Services.

5.4 Any claims or actions with respect to this warranty must be made in writing without delay and, in any event, within six (6) months from the completion of the Services.

5.5 Contractor makes no warranty, express or implied, in relation to: 1) Work, any services not provided by Contractor and any parts or components used in Work, for which Customer should obtain appropriate warranties from Primary Servicing Technician, the third party providing such services or the manufacturer as appropriate; and 2) any defect due to or connected with: i) material or components or design provided by Customer or Primary Servicing Technician or on behalf of Customer or Primary Servicing Technician; or ii) negligence or other improper acts or omissions of Customer or Primary Servicing Technician, their employees or agents or other third parties.

5.6 THIS CLAUSE 5 SETS FORTH THE ONLY WARRANTY APPLICABLE TO THE SERVICES AND IS IN LIEU OF ANY OTHER WARRANTIES, GUARANTEES, OBLIGATIONS AND LIABILITIES EXPRESS OR IMPLIED INCLUDING WARRANTIES, GUARANTEES, OBLIGATIONS OR LIABILITIES AGAINST NON-CONFORMITY OR DEFECTS. CUSTOMER HEREBY WAIVES ALL OTHER REMEDIES, WARRANTIES, GUARANTEES AND LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION FITNESS FOR PURPOSE, MERCHANTABILITY OR SATISFACTORY QUALITY). CUSTOMER ACCEPTS THE SOFTWARE AND CLOUD SERVICE "AS IS" AND AS AVAILABLE. CONTRACTOR DOES NOT GUARANTEE THAT THE SOFTWARE OR CLOUD SERVICE WILL BE ERROR-FREE, VIRUS-FREE, UNINTERRUPTED OR FREE FROM VULNERABILITIES, OR THAT CONTRACTOR WILL CORRECT ALL ERRORS. CUSTOMER ACKNOWLEDGES THAT CONTRACTOR DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE CLOUD SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. CONTRACTOR IS NOT RESPONSIBLE FOR ANY DOWNTIME OR OTHER PROBLEMS IN CUSTOMER'S OR ANY OTHER THIRD PARTY'S SYSTEMS. CONTRACTOR IS NOT LIABLE FOR DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

6. LIABILITY

6.1 Nothing in these Conditions shall in any way limit or exclude Contractor's liability for any matters which cannot be limited or excluded by law including, without limitation, for: 1) death or personal injury caused by its negligence; and 2) fraud or fraudulent misrepresentation.

6.2 IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INDIRECT, CONTINGENT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED OR ARISING, NOR FOR ANY LOSS OF ACTUAL OR ANTICIPATED PROFITS OR REVENUE OR ANTICIPATED SAVINGS, , LOSS OR CORRUPTION OF DATA. TOWAGE CHARGES, DAMAGE TO ANY VESSEL, ENGINE ROOM OR POWER PLANT SITE, YARD OR OTHER PROPERTY (INCLUDING DAMAGE TO GOODS OWNED BY THE CUSTOMER), POLLUTION REMEDIATION COSTS, COSTS OF DOCKING, DIVING OR SUB-SEA WORK, COSTS FOR ANY ADDITIONAL TESTS INCLUDING, WITHOUT LIMITATION, SEA TRIALS, DEBRIS REMOVAL, OR FOR LOSS OF TIME OR USE OF ANY EQUIPMENT, INSTALLATION SYSTEM, OPERATION OR SERVICE, NOR FOR ANY PUNITIVE OR EXEMPLARY DAMAGES. THIS LIMITATION ON CONTRACTOR'S LIABILITY SHALL APPLY TO ANY LIABILITY FOR BREACH OF THE CONTRACTOR'S OBLIGATIONS UNDER OR IN CONNECTION WITH THE SERVICES PERFORMED HEREUNDER, WHETHER BASED ON WARRANTY, FAILURE OF OR DELAY IN DELIVERY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), BREACH OF STATUTORY DUTY OR OTHERWISE.

6.3 Notwithstanding any other provision of the Contract, Contractor's aggregate liability (whether under the Contract, for breach of warranty, tort (including negligence), breach of statutory duty or otherwise) shall not exceed one hundred percent (100%) of the amount to be paid for Services, or the value of the Services rendered by the Contractor in case no fees are payable, and is not to exceed a total amount of one hundred thousand (100,000) Euro. Any further claims of Customer, in particular for compensation of damages of any sort, are – from whatever cause arising – excluded.

6.4 Contractor shall not be liable for any services or Work carried out by Customer, Primary Servicing Technician or by any third party, even

though carried out with the assistance of or direction from Contractor's technical advisor. However, Contractor shall be responsible in accordance with these Conditions for the direct result of its Personnel's actions, or the direct result of its Personnel's express instructions carried out in the immediate vicinity by persons trained by Contractor.

6.5 Contractor's instructions and advice shall not relieve the Customer of responsibility for the technical, proper and efficient management of its installation(s) and the Work for which the Contractor provides assistance and Contractor shall not be liable unless it can be proved that Gross Negligence by Contractor in connection with instructions or advice has caused damage. Primary Servicing Technician shall also be responsible for any damage caused through deficiency in the tools, equipment and materials provided by him, even if Contractor's personnel has used them without lodging a complaint.

6.6 When the Services are performed remotely, the Contractor shall not be liable for any damages, losses or otherwise resulting from the Services, which are caused by limited visibility on the installation and worksite, or insufficient or inaccurate information provided by the Customer or the Primary Servicing Technician.

6.7 Subject always to clause 6.1, Contractor shall not be liable for personal injury and/or property damage which may occur during the Work unless such personal injury, death, and/or property damage is solely attributable to the wilful misconduct or Gross Negligence by the personnel of Contractor. Contractor shall not be liable for damages to the object concerned and/or any other objects unless the Customer can prove that Contractor has acted with Gross Negligence.

6.8 Except as expressly provided in Clauses 6.4 and 6.7, Contractor shall not be liable for loss arising from any claim made against Customer or Contractor by any third party; or for loss or damage arising from Contractor's failure to fulfil its responsibilities or any matter under its control, however caused and even if foreseeable by either party.

7. INSURANCE

Customer shall at its own cost provide for and maintain comprehensive insurance coverage to protect its own property (including any equipment, installation or vessel) personnel and third-parties. Such insurance for personnel shall include travelling insurance and events on Contractor's premises. Contractor shall at its own cost provide for and maintain comprehensive insurance coverage to protect its own personnel only.

Each party shall obtain a waiver of all rights of recourse and subrogation against the other party from its insurers as well as indemnify and hold the other party harmless for all claims of or by either party's insurers.

8. FORCE MAJEURE AND OTHER EXCUSABLE DELAYS

8.1 Neither Contractor nor Customer shall be liable for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, caused by or arising from an event of force majeure ("Force Majeure"). Force Majeure means any events or circumstances (whether foreseen or unforeseen) which are beyond the reasonable control of the Party affected, and includes without limitation acts of God, wars whether declared or not, any event involving armaments of war, civil wars and riots, hostilities, public disorder, acts of terrorism and severe threat of terrorism, any measure taken by public authorities in connection with threat of terrorism, cyber incidents, embargos and import or export restrictions, acts of civil or military authorities, sanctions, boycotts, fire, flood, accidents, strikes, shortage of transport, the imposition of transport restrictions, failure of a subcontractor of the Contractor to provide manpower, materials or goods caused by an event that qualifies under this Clause 8.1, undue transportation or customs clearance problems or transportation or customs clearance problems arising out of the withdrawal of the United Kingdom from the European Union or any preparatory measures therefor ("Brexit"), epidemics, unusually severe weather affecting either party, or causes beyond their control.

8.2 Once a Party is aware that its performance under the Contract is affected by Force Majeure, the affected Party shall, without undue delay, give written notice to the other Party briefly setting out relevant details of the delay.

8.3 If the Services cannot be commenced or are interrupted due to Force Majeure or other reasons not attributable to Contractor, the costs for maintaining Personnel at or near the work site (including, without limitation, wages and lodging) will be borne by Customer. If the interruption continues for more than one week, the Contractor may, at its own discretion, withdraw such personnel to return to their home country. All expenses in relation to such withdrawal and/or subsequent return shall be borne by Customer. All reasonable additional costs incurred by Contractor as a consequence of the suspension and any

subsequent resumption or completion of the Services shall be reimbursed by Customer.

8.4 If the period of suspension exceeds two (2) months, either party may terminate Contract by three (3) days' notice in writing to the other party without prejudice to the rights of either party up to the date of termination. Any termination as a result of Force Majeure shall not affect a Party's right to receive payment in respect of all costs incurred, as at the date of the termination notice, in pursuit of its obligations.

9. SECURITY AGREEMENT

To the extent permitted by law, Customer hereby grants to Contractor a lien on and a continuing security interest, and when applicable a maritime lien for necessaries, in and to all equipment, parts and components upon which the Services are performed and all products and proceeds derived from the sale or lease thereof as security for the payment in full of such Services. Customer hereby waives any and all claims, defences, and causes of action that Customer may have in connection with the exercise of any such lien rights by Contractor.

10. CUSTOMER'S ADDITIONAL PERFORMANCE OBLIGATIONS

10.1 Customer shall comply with all laws, rules and regulations applicable at the work site where the Services are provided or arising out of the performance of Services.

10.2 Customer shall ensure cooperation and compliance of its employees to all rules and regulations provided for by Contractor while in Contractor's premises and during training sessions.

10.3 Customer shall make available to Personnel all relevant health, safety and fire regulations valid on the Customer's site, as well as any information about specific conditions on the site.

10.4 Customer shall give Personnel access to the site.

10.5 Customer's personnel to be provided and teamed with Personnel during works shall be professional and proficient in the English language.

11. ENVIRONMENTAL, HEALTH AND SAFETY RESPONSIBILITIES

11.1 The Customer shall maintain safe working conditions at the work site, including, without limitation, implementing appropriate procedures regarding arsenic, asbestos, lead or any other waste material or hazardous substances as defined by any legislation or international convention relevant or applicable to the Services provided ("Hazardous Materials") and confined space entry affixing labels or plates containing warnings and/or safety and operation procedures and instructions as required by applicable laws and regulations.

11.2 The Customer shall timely advise the Contractor in writing of all health, safety, security and environmental requirements procedures and instructions applicable at the work site. Without limiting the Customer's responsibilities under this Clause 11, the Contractor has the right, but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the work site.

11.3 If, in the Contractor's reasonable opinion, the health, safety, welfare or security of personnel or the work site is, or is apt to be, imperilled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials or unsafe working conditions or environment (whether or not specific to the site), the Contractor and his representatives have the same responsibility and authority as the Customer to stop the Services. The Contractor may, in addition to other rights or remedies available to it, (i) evacuate some or all of its personnel from the work site, (ii) suspend performance of all or any part of the Contract, and/or (iii) remotely perform or supervise the Services. Any such occurrence shall be considered an excusable event without any liability to the Contractor. The Customer shall reasonably assist in any such evacuation. All reasonable additional costs incurred by the Contractor as a consequence of the suspension and any subsequent resumption or completion of the Services shall be reimbursed by the Customer.

11.4 Operation of the Customer's equipment is the responsibility of the Customer. The Customer shall ensure sufficient safety measures and procedures are followed, when implementing the Contractor's instructions or advice.

11.5 The Contractor has no responsibility or liability for the pre-existing condition of the Customer's equipment or the work site. Prior to the Contractor starting any work at the work site, the Customer will provide documentation that identifies the presence and condition of any Hazardous Materials and/or contaminated substances, elements or waste of any kind that are restricted by applicable laws or regulations, existing in or about the Customer's equipment or the work site that the Contractor may encounter while performing under this Contract.

11.6 The Customer shall disclose to the Contractor industrial hygiene and environmental monitoring data regarding conditions that may affect the Contractor's work or personnel at the work site. The Customer shall immediately inform the Contractor of changes in any such conditions.

11.7 The Customer will make its medical facilities and resources at the work site available to the Contractor's personnel who need medical attention. If there are no medical facilities or resources available, the Customer will assist in bringing the Contractor's personnel requiring medical attention to the nearest available medical facility.

11.8 The Customer represents and warrants to the Contractor and agrees to ensure that the work site, surrounding environment, all equipment provided or otherwise made available to the Contractor's representative in connection with the Services rendered in connection with this Contract and all products and equipment serviced or otherwise worked on by the Contractor's representatives in connection with this Contract, shall at all times be safe, suitable and sufficient for the designated tasks, free of Hazardous Materials and/or contaminated substances, risks of infectious disease or outbreak of illness, elements or waste of any kind that are restricted by applicable laws or regulations and hazardous to the health or safety of the Contractor's representatives. In the event that the Customer is in breach of any such representation, warranty or covenant, the Contractor may immediately cease performance under this Contract and the Customer shall be liable for the full amount of the fees due under this Contract for all services provided through the date of such termination.

11.9 The Contractor shall notify the Customer if the Contractor becomes aware of: (i) conditions at the work site differing materially from those disclosed by the Customer; or (ii) previously unknown physical conditions at work site differing materially from those ordinarily encountered and generally recognized as inherent in Services of the character provided for in the Contract; or (iii) work assignment extends beyond the acceptable limit of twelve (12) hours or the applicable legal limit of work hours, whichever is shorter, in a single work shift. If any such conditions cause an increase in the Contractor's cost of, or the time required for, performance of any part of the Services under the Contract, an equitable adjustment in price and schedule and the Contractor's rest cycle shall be made.

11.10 If the Contractor encounters Hazardous Materials in the Customer's equipment or at the work site that require special handling or disposal, the Contractor is not obligated to continue the Services affected by the hazardous conditions. In such an event, the Customer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that the Contractor's Services under the Contract may safely proceed, and the Contractor shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in the Contractor's cost of, or time required for, performance of any part of the Services. The Customer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of the Contractor's Services at the work site. The Customer shall be responsible for all costs and expenses related to the management, handling, clean-up, removal and/or disposal of all Hazardous Materials and/or contaminated substances, elements or waste of any kind as defined by applicable laws and regulations or applicable to the Services supplied.

11.11 The Customer shall indemnify the Contractor for any and all claims, damages, losses, fines, penalties and expenses arising out of or relating to any unsafe working conditions, hazardous conditions, Hazardous Materials and/or contaminated substances, elements or waste of any kind that are restricted by applicable laws or regulations which are or were: (i) present in or about the Customer's equipment or the work site prior to the commencement of the Contractor's Services; (ii) improperly handled or disposed of by the Customer or the Customer's employees, agents, contractors or subcontractors; or (iii) brought, generated, produced or released on the work site by parties other than the Contractor.

12. DUTIES, TAXES AND FEES

Customer shall pay, where applicable, all duties, withholding and other taxes, customs fees and charges and all charges and fees by a classification or inspection society. All such documentation or approvals which are required by applicable laws, and any applicable modifications of such laws, shall be the responsibility of and paid by Customer.

13. EXPORT CONTROLS AND TRADE SANCTIONS

13.1 The parties agree that the Services shall be provided subject to all applicable export controls, sanctions or restrictions imposed on services by any country or organization or nation which are enforceable in the jurisdiction of the Contractor, its affiliates or parent company, including the Contractor's country, the United Nations, the European Union and the United States of America. The Customer acknowledges that the Services and all related technical information, documents and materials may not be imported or exported, re-exported, transhipped, traded, diverted or transferred, directly or indirectly, contrary to such controls, sanctions or restrictions.

13.2 Upon request by the Contractor, the Customer shall furnish the Contractor with all the relevant certificates relating to export control laws, regulations, sanctions and restrictions.

13.3 The Contractor has no liability resulting from any delay, cancellation or amendment of the Services resulting from export controls, sanctions or other applicable restrictive measures.

14. GOVERNING LAW AND ARBITRATION

14.1 The Contract shall be governed by and interpreted in accordance with the laws in force at the registered office of Contractor, excluding the conflict of law rules applicable in such jurisdiction. Any controversy, claim or dispute between the parties hereto arising out of or related to this Contract shall be submitted to the International Court of Arbitration of the International Chamber of Commerce for final and binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said Rules. The arbitration proceedings shall be in the English language and shall take place in Paris, France.

14.2 Nothing contained in this Clause shall preclude the Contractor from bringing legal action or proceedings against Customer for purposes of enforcement, injunctive relief or interim or remedial measures in the courts of any jurisdiction where Customer or any of its property may be found or located, and Customer hereby irrevocably submits to the jurisdiction of any such courts.

15. DATA PROTECTION

Contractor's personal data processing activities are set out in Contractor's Privacy Notice which is available at:

<https://www.wartsila.com/legal-privacy/privacy> and incorporated herein by reference. Parties agree that in relation to any personal data shared between them, unless otherwise provided in the General Data Protection Regulation (EU 2016/679) ("GDPR"), or agreed between the parties, both are acting as data controllers as described in GDPR

16. ENTIRE AGREEMENT

These Conditions, plus the additional agreed upon terms of Contract (relating only to price, time and location for performance, and technical specifications and scope of Services to be performed) contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. The sale of any parts or services purchased from Contractor by Customer shall be in accordance with Wärtsilä General Terms and Conditions – Parts (latest version then in effect) and Wärtsilä General Terms and Conditions – Service Work (latest version then in effect), as applicable. If a provision of these Conditions is at variance with necessary requirements of applicable law, then these Conditions shall be deemed to be amended to the minimum extent necessary to comply with such applicable law. No terms, conditions, representations, warranties or covenants contained in any correspondence, catalogue, or in any other form shall be applicable unless incorporated herein by express written agreement of the parties hereto.