

1. PURPOSE AND SCOPE

- 1.1 These General Terms and Conditions for Supply and Purchase of Services (hereinafter referred to as the "Service Purchase Terms") are used and will form the terms and conditions of the agreement between any Wärtsilä Group Company as a buyer ordering the Services (hereinafter "Wärtsilä") and the seller (hereinafter the "Supplier") concerning supply and purchase of Services. "Party" shall mean either Wärtsilä or the Supplier individually, and "Parties" shall mean Wärtsilä and the Supplier collectively.
- 1.2 Under the Agreement (as defined below) any Wärtsilä Group Company shall have the right to place Orders (as defined below) all of which shall be governed by and interpreted in accordance with these Service Purchase Terms and the Agreement. Once the Order is confirmed under Section 3 of these Service Purchase Terms, a separate contract is established between the relevant Wärtsilä Group Company and the Supplier.

2. DEFINITIONS

The following definitions shall have the meanings assigned to them below, unless the context otherwise require:

- 2.1 "Agreement" shall mean (i) any written agreement concerning supply and purchase of the Services and its appendices between Wärtsilä and the Supplier (if applicable); (ii) the Order confirmed in accordance with Section 3 of the Service Purchase Terms; and (iii) these Service Purchase Terms. In case of any discrepancies between the documents, the order of priority shall be as stated above unless otherwise agreed in writing.
- 2.2 "AI Act" shall mean the Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial intelligence and amending Regulations (EC) No 300/2008, (EU) No 167/2013, (EU) No 168/2013, (EU) 2018/858, (EU) 2018/1139 and (EU) 2019/2144 and Directives 2014/90/EU, (EU) 2016/797 and (EU) 2020/1828.
- 2.3 "Confidential Information" shall mean any information or data, or the content of the Agreement, whether communicated by or on behalf of either Party to the other Party, disclosed before, on or after the date of the Order including but not limited to, any kind of business, commercial, operational, organizational or technical information and data in connection with the purpose of the Agreement Information shall be considered Confidential Information regardless of its medium or whether it is disclosed orally, verbally, visually, or otherwise.
- 2.4 "Intellectual Property Rights" shall include but not be limited to rights in inventions, patents, utility models, technical examples, trademarks, trade names, domain names, designs and models as well as any applications thereof and copyrights and related rights, know-how and trade secrets, and any other corresponding rights and related subject matter eligible for protection under applicable Laws, including any right to apply for any of the foregoing.
- 2.5 "Law(s)" shall mean any applicable law, regulation, rule, judgement, order, or requirement by any governmental authority or court of law.
- 2.6 "Order" shall mean the purchase order of Wärtsilä for the delivery of the Services pursuant to the Agreement.
- 2.7 "Service Description" shall mean the instructions, specifications, requirements, documentation, additional directives, designs, relevant standards, models, tools, blueprints, instructions, additional data and/or drawings of the Supplier's entire scope of Services set forth in the Agreement and/or in the Order or otherwise instructed by Wärtsilä in writing.
- 2.8 "Services" shall mean any activities performed by the Supplier for Wärtsilä, such as installation, repair, maintenance, training, testing, inspection, consulting, designing, planning, creating, commissioning, advising, supporting, managing or any other services performed under the Agreement.
- 2.9 "Service Results" shall mean any tangible or intangible outcomes, deliverables, work products, reports, information, data, analyses, designs, plans, creations, documentation, or other materials that are ordered, created, produced, generated, or delivered by the Supplier as part of or in connection with the Services under the Agreement.
- 2.10 "Sub-supplier" shall mean any company or independent contractor performing any part of the obligations of the Supplier under Agreement.
- 2.11 "Wärtsilä Group Company" shall mean any corporation, company, or entity directly or indirectly controlled by Wärtsilä Corporation. Control means holding a voting majority or having the power to direct management and policies, whether through ownership, contract, or other means.

3. ORDER AND ORDER CONFIRMATIONS

- 3.1 Wärtsilä shall have the right to issue Orders, and the Supplier agrees to accept the Orders for the provision of the Services as set forth in the Agreement. Wärtsilä shall have no obligation to issue any Orders, and nothing in the Agreement shall be construed as imposing any minimum purchase requirements or commitment to Order Services from the Supplier. Wärtsilä reserves the right to procure similar or identical Services from third parties or perform the Services itself without breaching the Agreement or incurring any liability towards the Supplier.
- 3.2 Unless otherwise agreed between the Parties, the Order shall include, but not be limited to, the following:
- Description of the Services to be performed;
 - Time schedule for the performance of the Services;
 - Applicable price(s) or price list for the Services (unless the prices are agreed upon otherwise between the Parties).
- The Supplier shall confirm the Order within seven (7) business days from the receipt of the Order. If Wärtsilä does not receive any Order confirmation from the Supplier within this time period, the Order shall be deemed accepted by the Supplier.
- 3.3 The Supplier's terms and conditions do not apply unless Wärtsilä specifically confirms acceptance of such terms in writing.

4. TERMS OF SERVICES AND PERFORMANCE OF THE AGREEMENT

4.1 Performance of the Services

- 4.1.1 The Supplier shall perform the Services as agreed in the Order and in accordance with the Service Description and the Agreement.
- 4.1.2 The Supplier shall keep Wäertsilä informed of the progress and status of the provision of the Services and shall promptly notify Wäertsilä of any issues, delays, defects or non-conformities that may affect the performance, quality, scope, cost or schedule of the Service. The Supplier shall cooperate with Wäertsilä and provide all necessary assistance, information and documentation related to the Services as requested by Wäertsilä.
- 4.1.3 The Parties emphasize the mutual understanding that the quality and timely delivery are of utmost importance in the performance and execution of the Agreement. Unless otherwise instructed by Wäertsilä in writing, the Supplier shall give first priority to (i) quality, (ii) timely delivery and (iii) co-operation with Wäertsilä for the purpose of fulfilling the obligations under the Agreement and the obligations of Wäertsilä towards the end-customer including but not limited to providing information and support related to the Services as requested by Wäertsilä.
- 4.1.4 No failure or inability of Wäertsilä to inspect or test any part of the Services, including drawings, information, and samples, nor any approval, consent or rejection by Wäertsilä, shall release the Supplier from its obligations and/or liability under the Agreement and/or Law.
- 4.1.5 The Supplier agrees to comply with Wäertsilä Supplier requirements and guidelines available at Wartsila.com/Suppliers as minimum requirements applicable to the provision of the Services, ensuring that the Services meet the highest standard agreed between the Parties.
- 4.1.6 The Supplier shall provide all necessary tools, equipment, materials, and consumables required for the performance of the Service, unless otherwise agreed by the Parties in writing. The Supplier shall be responsible for the maintenance, calibration, testing and inspection of such tools, equipment, materials and consumables and shall ensure that they are in good working condition and suitable for the purpose of the Service.

4.2 Timely Delivery

- 4.2.1 If an Order or any part of it is delivered late, Wäertsilä is entitled to liquidated damages, without any need of further notice or judicial intervention, for delayed delivery of an Order or any part of it, at the rate of three (3) percent of the price of the delayed Order per each commencing calendar day of delay, up to a maximum of twenty-one (21) percent of the price of the delayed Order.

4.3 Supplier's warranties

- 4.3.1 The Supplier represents and warrants that the Services and Supplier's performance under the Agreement comply with all applicable Laws and that the Services shall be fit for their purpose and for the special purpose of Wäertsilä in every respect. In addition, the Supplier guarantees and warrants that it shall perform the Services in a professional and careful manner according to the highest industry standards and in conformity with all requirements of the Agreement.
- 4.3.2 The Supplier guarantees and warrants that the Service Results shall meet the specifications and requirements set forth in the Agreement and shall be free from defects in design, material, and workmanship.

4.4 Supplier's personnel

- 4.4.1 The Supplier guarantees and warrants that the Services are performed by qualified and competent personnel who

are fit for duty and have the necessary professional skills, diligence, knowledge, experience, training, and certificates of qualification to carry out the Services in accordance with the Agreement.

- 4.4.2 Wäertsilä has the right, on objective grounds, to reject any personnel provided by the Supplier for the performance the Order. In such case, the Supplier shall arrange other qualified personnel to perform the Order without delay and at no additional cost to Wäertsilä. The Supplier shall be responsible for any costs, damages or losses incurred by Wäertsilä or the end-customer due to the change of personnel.

4.5 Sub-suppliers

- 4.5.1 The use of Sub-suppliers by the Supplier is subject to prior review and written approval from Wäertsilä in accordance with Wäertsilä's process for Sub-supplier approval. The Supplier shall provide Wäertsilä with all necessary information regarding the proposed Sub-supplier, including but not limited to their qualifications, experience, and the scope of work they will perform. The Supplier shall ensure that any approved Sub-supplier complies with all the terms and conditions of the Agreement and shall remain fully responsible for the performance and quality of the Services provided by the Sub-supplier. In addition, the Supplier shall remain fully responsible for the performance and quality of the deliveries provided by any of its suppliers needed for the fulfilment of the Agreement.

4.6 Information security and third-party software

- 4.6.1 The Supplier shall comply with Wäertsilä's supplier information security requirements which include, but are not limited to, adherence to Wäertsilä's policies, standards, and procedures related to information security. The Supplier shall implement and maintain appropriate technical and organizational measures to protect Wäertsilä's data and information from unauthorized access, disclosure, alteration, and destruction. These measures must be in line with industry best practices and must ensure the confidentiality, integrity, and availability of Wäertsilä's information. The Supplier shall promptly notify Wäertsilä of any information security incidents and cooperate fully with Wäertsilä in investigating and mitigating such incidents.
- 4.6.2 The Supplier shall not, without the prior written consent of Wäertsilä, include any third-party software, including open-source software, in the Services. At the request of Wäertsilä, the Supplier shall provide Wäertsilä with information on the third-party software included in the Services as instructed by Wäertsilä. Supplier shall at all times comply with the license terms of any third-party software used as part of the Service.

4.7 Travelling and insurance

- 4.7.1 If travelling is included in the Services, it shall be arranged using the most cost-effective travelling options and in accordance with Wäertsilä General Travelling rules for Suppliers.
- 4.7.2 The Supplier shall provide and maintain an effective and comprehensive insurance coverage for:
- a) the Supplier's personnel and its property;
 - b) the Supplier's scope of activities and liabilities, including general third-party liability;
 - c) certificate for valid insurance of Business Assignment Travel of Supplier's personnel; and
 - d) any other insurance as may be required from the Supplier under applicable Laws.

The Supplier shall, at the request of the Wäertsilä, provide Wäertsilä with certified copies of the policies or insurance certificates.

5. PRICES

- 5.1 The price for the Services is specified in the Order or as otherwise mutually agreed between the Parties. The price for Services shall be determined in accordance with the agreement concerning supply and purchase of the Services between the Parties and the price list as agreed between the Parties (as applicable). In case of any discrepancy between the prices agreed in the Order, the agreement concerning supply and purchase of the Services between the Parties or the price list, the most favourable terms to Wäertsilä will apply to the Service. Any and all changes to the agreed prices are subject to prior written approval of Wäertsilä.
- 5.2 The price for the Services is exclusive of value added tax ("VAT") but inclusive of all other taxes. VAT is added to the price for the Services and charged to Wäertsilä, where so required by applicable mandatory laws. Wäertsilä shall be entitled to withhold any applicable withholding taxes and similar charges from payments to the Supplier as required by applicable laws. Wäertsilä will provide evidence of such withholding requirement, if requested by the Supplier. Daily allowances are included in the prices and will not be invoiced to Wäertsilä unless otherwise agreed.

6. PAYMENT TERMS

- 6.1 Subject to the Supplier performing its obligations and delivering the Services under the Agreement and subject to the receipt of the invoice and documents by Wäertsilä, Wäertsilä shall pay for the Services within ninety (90) days from the receipt of the invoice and the documents. Payment for the Services is subject to deduction or set-off of any claim related to the Agreement which Wäertsilä may have against the Supplier.
- 6.2 All invoices and payments shall be in the currency stated in the Agreement. Supplier makes sure that all invoices shall refer to the Order number of Wäertsilä, item number in the Order and marking as to the description of the Services and complies with the invoicing instruction of Wäertsilä. Upon Wäertsilä's request, the Supplier must submit invoices in requested electronic format. Supplier shall ensure that the invoices comply with requirements of the Laws applicable to Supplier and to Wäertsilä.
- 6.3 If an undisputed payment or an instalment is delayed after the due date for a reason attributable to Wäertsilä, Wäertsilä shall pay interest to the Supplier on the amount overdue at one-month Euro Interbank Offered Rate (Euribor) of the due date plus two percent (2%) per annum for each full calendar month the payment is overdue.

7. CHANGE MANAGEMENT, SUSPENSION, CANCELLATION AND TERMINATION FOR DEFAULT

Wäertsilä has the right to issue a written change management, suspension or cancellation Order.

7.1 Change management

- 7.1.1 Wäertsilä has the right to order changes in the Service. Changes may include, but are not limited to, increases or decreases in quantity, changes in the Service Description and execution of the Services or any part thereof, as well as changes in the delivery schedule. When Wäertsilä orders a change, the Supplier shall confirm the acceptance of the changes in writing within seven (7) business days.
- 7.1.2 If the changes have a substantial impact on the scope of the Services, the delivery schedule or the prices, the Supplier shall issue without undue delay an estimate containing: (i) a description of the change of the Service;

(ii) a detailed progress and resource plan for the execution of the changes; (iii) the calculations of the effects of the changes on the prices and the delivery schedule, if any. Unless otherwise agreed, the Supplier may not proceed with the performance and execution of the changes without the Order and written consent of Wäertsilä in respect of (i) - (iii) above.

- 7.1.3 The Supplier shall not make changes (and shall ensure that no Sub-supplier will make changes) to the Services or the Service Description without Wäertsilä's prior written consent. The Supplier shall inform Wäertsilä in writing of any planned changes to the Services or the Service Description at least three (3) months in advance before implementing such changes. The Supplier shall provide Wäertsilä with sufficient information and documentation to assess the impact of the changes on the quality, performance, reliability, compatibility and/or the suitability of the Services. Wäertsilä reserves the right to reject any changes that are not acceptable to Wäertsilä, or to request additional testing or verification of the changes at the Supplier's expense.

7.2 Suspension

- 7.2.1 Wäertsilä has the right to temporarily suspend an Order or any part thereof. Wäertsilä shall specify which part of the Services shall be suspended, the effective date of the suspension, the expected date for resumption and the mobilization and support functions which shall be maintained while the Services are suspended, as applicable.
- 7.2.2 When a suspension exceeding fourteen (14) days is requested by Wäertsilä, the Supplier shall without undue delay submit an estimate to Wäertsilä, which shall contain: (i) a description of the effects on the personnel, delivery schedule, equipment and Sub-suppliers; and (ii) a detailed demobilization and progress plan for safeguarding the Services.

7.3 Cancellation

- 7.3.1 Wäertsilä has the right to cancel the Order at its sole discretion, upon which the Supplier's obligation to perform the Services shall immediately cease.
- 7.3.2 Following such cancellation, the Parties shall negotiate and agree on fair compensation regarding Supplier's direct costs incurred prior and due to the cancellation which cannot be reasonably avoided.

7.4 Termination for default

- 7.4.1 Wäertsilä has the right to terminate the Agreement and/or any Order in whole or in part for default by the Supplier by giving a written notice with immediate effect, without prejudice to any other provisions, rights or remedies under the Agreement or Law, in the event that:
- (i) the Supplier commits a material breach of the Agreement and fails to remedy the same within thirty (30) days after having received written notice from Wäertsilä;
 - (ii) it is clear from the circumstances that there will be a delay in delivery, which under the Agreement would entitle Wäertsilä to maximum liquidated damages;
 - (iii) the Supplier ceases or threatens to cease carrying on its business or becomes insolvent or enters a composition with its creditors or goes into liquidation;
 - (iv) The Supplier has breached Section 10 (Confidential Information);
 - (v) The Supplier has breached Section 13 (Compliance); or
 - (vi) there is a significant change in the ownership and/or management structure of the Supplier.
- 7.4.2 The Supplier has the right to terminate the Agreement for default by Wäertsilä by giving a written notice in the event that Wäertsilä ceases or threatens to cease to carry on its business or becomes insolvent or enters into a

composition with its creditors or goes into liquidation. The Supplier has the right to terminate the Agreement by giving a written notice in the event that Wärtsilä fails to make any payment due under the Agreement within thirty (30) days after receiving written notice from the Supplier of such failure.

- 7.4.3 Wärtsilä has the right to terminate an Order for default in whole or in part in the event that the Supplier commits a material breach with regard to a specific Order and fails to remedy the same within seven (7) days after having received a written notice of the same. In the event of termination under this Section 7.4.3, Wärtsilä shall be entitled to appoint a third party to complete the terminated Order or to complete the terminated Order itself and the Supplier shall pay all costs incurred by Wärtsilä in completing the terminated Order.

8. LIABILITY

- 8.1 The Supplier shall be liable for and indemnify and compensate Wärtsilä for all damages caused by the Supplier or the Service, including: (i) physical injury to or death of any person(s); and (ii) loss or damage to any property, whether real or personal.
- 8.2 Neither Party shall be liable for any indirect or consequential damages and/or losses, such as loss of profit, loss of revenue, or loss of time under the Agreement.
- 8.3 Any exclusion of liability agreed between the Parties does not apply to the following: (i) wilful misconduct or gross negligence; (ii) the warranty obligations of the Supplier; (iii) the obligation of the Supplier to pay liquidated damages, (iv) the indemnification obligations of the Supplier under these Service Purchase Terms; (v) breach of Section 9 (Rights to Service Results); (vi) breach of Section 10 (Confidential Information); or (vii) breach of obligations under Section 11 (Compliance).

9. RIGHTS TO SERVICE RESULTS

- 9.1 The Supplier shall transfer all transferable rights in the Service Results to Wärtsilä, including, but not limited to, the right to change, modify, adapt, make copies, distribute, license, transfer rights further, make public and otherwise use the Service Results directly or through a third party.
- 9.2 To the extent any rights in the Service Results are not transferable under applicable Laws, the Supplier shall grant to Wärtsilä and Wärtsilä shall obtain a perpetual, worldwide, royalty-free, sub-licensable, transferable and exclusive license to change, modify, adapt, make copies, distribute, license, transfer rights further, make public and otherwise use the Service Results directly or through a third party.
- 9.3 The rights to the Supplier's generic tools and methods not developed as part of the Services and incorporated in the Services Results or used by the Supplier in performance of the Services under the Agreement shall remain with the Supplier. However, the Supplier shall grant and Wärtsilä shall obtain a perpetual, worldwide, royalty free license to modify, adapt, make copies, distribute, license, transfer rights further, make public and otherwise use directly or through a third party such tools and methods which are included in the Service Results.
- 9.4 The Supplier warrants that the Services and Service Results do not infringe any Intellectual Property Rights or ownership rights of any third party. The Supplier shall promptly notify Wärtsilä in writing of any actual or threatened claim, suit, action or proceeding by a third party alleging such infringement. The Supplier shall, at its own expense and at Wärtsilä's option, either: (a) procure for Wärtsilä the right to continue using the Services and Service Results; (b) replace or modify the Services and Service Results so that they become non-infringing, provided that such replacement or modification does not adversely affect the functionality, performance or quality of the Services and Service Results; or (c) refund to Wärtsilä

the fees paid for the Services and Service Results, upon their return or destruction.

- 9.5 The Supplier shall indemnify, hold harmless and compensate Wärtsilä, Wärtsilä Group Companies, its directors, employees, and representatives and customers (the "Indemnified Party") from and against any claims, actions, damages, liabilities, losses, costs, suits and/or expenditures (including but not limited to attorney's fees and costs) incurred by any of the Indemnified Party, arising out of, as a result of or in connection with a claim for infringement of Intellectual Property Rights of a third party by in respect of the Services or Service Results.

10. CONFIDENTIAL INFORMATION

- 10.1 All past, present and/or future Confidential Information disclosed by Wärtsilä to the Supplier pursuant to the Agreement shall be kept confidential.
- 10.2 The Supplier shall:
- a) not disclose Confidential Information to anyone except to the Supplier's employees or Sub-suppliers who reasonably need to know the Confidential Information and are bound by confidentiality obligations;
 - b) not use Confidential Information except for the purpose of fulfilling the Agreement; and
 - c) keep Confidential Information in confidence with the same degree of care as is used for the Supplier's own confidential information and at least with reasonable care.
- 10.3 The confidentiality obligations under this Section 10 shall not, however, be applied to any material or information:
- a) that is or becomes generally available or otherwise public, other than if it is made generally available or public through a breach of the Agreement or these Service Purchase Terms by the receiving Party or its affiliates;
 - b) that a Party or its affiliates has rightfully received from a third party who is not bound by an obligation of non-disclosure or confidentiality;
 - c) that was demonstrably in the possession of the receiving Party or any of its affiliates prior to receipt of the same from the other Party or its affiliates without any obligation of confidentiality related thereto; or
 - d) that a Party or its affiliates has developed independently without using Confidential Information received from the other Party or its affiliates.
- 10.4 After the termination or expiration of the Agreement Wärtsilä may request the disposal of the Confidential Information. Disposal means execution of reasonable measures to return or destroy all copies including electronic data. Destruction shall be confirmed in writing. The disposal must take place within thirty (30) days after the request is submitted.

11. ARTIFICIAL INTELLIGENCE

- 11.1 If the Supplier uses artificial intelligence (hereinafter "AI") in connection with providing the Services and/or to produce any Service Results whether wholly or in part, the Supplier shall be responsible for any such AI use as well as any AI outputs and the quality thereof. The Supplier guarantees and warrants that all Services and Service Results are subject to appropriate human oversight mechanisms and controls to ensure that the Services and Service Results are free from bias, hallucinations and misinformation. The Supplier shall comply with all applicable Laws and all terms and instructions of Wärtsilä regarding the use of AI.
- 11.2 The Supplier must obtain Wärtsilä's prior written consent before using Wärtsilä's data for the training of AI models.
- 11.3 Furthermore, the Supplier undertakes to ensure that: (i) the Service recipients are appropriately informed about the use of conversational AI such as chatbots; and (ii) AI is not used in any manner that can be misleading or confusing for the recipient(s) of the Services or Service Results.
- 11.4 The Supplier shall maintain appropriate documentation of its AI systems and their classification under the AI Act used

in connection of provision of the Services and, upon request, provide such information to Wärtsilä.

12. FORCE MAJEURE

- 12.1 Neither Party shall be considered to be in default under the Agreement due to the following unforeseeable circumstances beyond the control of a Party: wars, civil riots, hostilities, public disorder, epidemics, currency and other restrictions imposed by governmental authority ("Force Majeure"). Force Majeure events shall not include non-performance of a Sub-supplier, shortage or lack of material or resources nor shortage of transport.
- 12.2 As soon as any performance under the Agreement is likely to be affected by an event of Force Majeure, the affected Party shall give written notice to the other Party setting out all relevant details of the same. The affected Party shall be released from the performance of its obligations under the Agreement to the extent and for the period of time the Party can establish that the performance has been prevented by Force Majeure.
- 12.3 If requested by the other Party, the affected Party shall provide detailed written evidence concerning the Force Majeure event, its grounds and duration as well as any actions taken or to be taken to overcome the Force Majeure event. The affected Party shall use its best endeavours to overcome such circumstances. If the performance of the Agreement and/or Order is prevented for more than two (2) months because of Force Majeure, either Party may terminate the Agreement and/or the Order by a written notice to the other Party.

13. COMPLIANCE

13.1 Compliance with Laws and Wärtsilä Code of Conduct

- 13.1.1 The Supplier shall comply with all applicable Laws and the requirements of good citizenship in each jurisdiction where the Supplier performs its activities. This includes, but is not restricted to, compliance with Laws on competition, corporate governance, taxation, financial disclosure, employee rights, environmental protection, occupational health and safety, and export control. Wärtsilä's Code of Conduct is incorporated to the Agreement by reference and is available at <https://www.wartsila.com/about/this-is-wartsila/code-of-conduct>. The Supplier agrees to comply, and agrees to ensure that its affiliates, suppliers, subcontractors and other representatives shall comply with the Wärtsilä Code of Conduct.

13.2 Health and Safety

- 13.2.1 The Supplier shall have management approved occupational health and safety programs implemented, aimed at ensuring a safe and healthy work environment. When performing the Services the Supplier shall comply with all applicable Wärtsilä safety rules, instructions, and site-specific requirements.
- 13.2.2 The Supplier shall maintain a valid safety plan, including the identification and mitigation of work-related hazards and risks, and procedures for emergency preparedness. When working in a shared workplace, the Supplier shall communicate to Wärtsilä all EHS risks that may endanger Wärtsilä employees or other parties at the site.
- 13.2.3 The Supplier shall ensure that all tools, equipment, and materials used in the Services comply with relevant safety standards, are regularly inspected, and are maintained in good condition.
- 13.2.4 The Supplier shall ensure that accidents, near misses, and unsafe conditions are reported and that appropriate corrective actions are taken. The Supplier shall

report to the Wärtsilä contact person any such occurrences during the performance of the Services.

13.3 Cyber incident

- 13.3.1 In the event that an activity conducted by Supplier results or may result in a cybersecurity incident that may relate to or may negatively impact Wärtsilä, Supplier must notify Wärtsilä immediately in writing within 48 hours of becoming aware of such event. The notification must include but not be limited to possible root cause of the event, risk assessment and mitigation actions of the event. Supplier is liable for any damages or consequences that may arise from such events affecting Wärtsilä. The Supplier undertakes to adhere to the Wärtsilä Supplier Information Security Appendix.

13.4 Human and Labour rights

- 13.4.1 The Supplier shall support and respect the protection of human rights, as defined in United Nation's Universal Declaration on Human Rights (see <https://www.un.org/en/about-us/universal-declaration-of-human-rights>). The Supplier shall promote freedom from discrimination based on race, ethnic or national origin, colour, gender, family status, sexual orientation, creed, disability, age or political beliefs or any other characteristics protected by Law. The Supplier shall foster equal opportunity. The Supplier shall support basic labour rights as defined by the International Labour Organization (<https://www.ilo.org/ilo-declaration-fundamental-principles-and-rights-work>). In this respect the Supplier shall uphold the freedom of association and the effective recognition of the right to collective bargaining. In case these rights are restricted by local Law, the Supplier shall offer its personnel alternative means to present their views. Wages paid for regular working hours and overtime hours shall meet at least the minimum required by the Law. Illegal or unauthorized deductions from wages shall not be allowed. The Supplier shall not be engaged in any practice inconsistent with the Laws prohibiting child labour. The Supplier shall not use any form of forced or compulsory labour.

13.5 Environment

- 13.5.1 With respect to environmental requirements and regulations, including but not limited to noise and emissions, the Services shall conform to all applicable Laws and the latest standard for similar Services. Any modification, documentation, approval or procedure required by applicable Laws shall be on the responsibility and cost of the Supplier. The Supplier shall certify and ensure that the Services are not containing asbestos or any other hazardous material, substance or radioactivity in any form in the basic material or in the components used in the Service. The Supplier shall certify and ensure that the Supplier does not procure, and the Services do not contain tin, tantalum, tungsten or gold ("Conflict Minerals") originating in conflict-affected or high-risk areas.

13.6 Illicit payments prohibited

- 13.6.1 The Supplier shall fully comply with all applicable laws prohibiting bribery, money laundering and extortion and also with the standards of conduct and spirit of the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions and the Commentaries thereon ("OECD Convention", <https://www.oecd.org/en/topics/anti-corruption-and-integrity.html>) and the Rules of Conduct to Combat Extortion and Bribery of the International Chamber of Commerce ("ICC Rules"

[publications/policies-reports/icc-rules-on-combating-corruption/](#)), each of OECD Convention and ICC Rules being read and understood by the Supplier.

13.6.2 The Supplier represents and warrants that it and its employees as well as consented assignees, Sub-suppliers and alike, if any, do not directly or indirectly, (i) promise, offer, pay, solicit or accept bribes or kickbacks of any kind or (ii) utilize other techniques, such as subcontracts, purchase orders or consulting agreements to channel payments or other benefits to government officials, to employees of the other contracting Party, their relatives or business associates, with the intention to influence or induce the referred owner or employee to use his or her influence to assist the Supplier or Wärtsilä in obtaining or retaining business or securing any improper advantage. The Supplier acknowledges that such activities may constitute a criminal violation of local laws and regulations punishable by substantial fines and/or imprisonment.

13.6.3 If the Supplier directly or indirectly promises, offers, pays, solicits or accepts payment of any money or anything of value to any government, public or political party, official or an employee of a party involved in the Services for the purpose of influencing the official or employee or an act or decision of such official or employee in the course of carrying out the Agreement, or is in breach of any of its representations and warranties in this clause Wärtsilä is entitled, without limiting any other legal remedy under the Agreement or law, to terminate the Agreement through a simple notice with an immediate effect.

13.7 Export Control Regulations

13.7.1 The Supplier shall comply with all applicable export control Laws. The Supplier shall obtain all required export licenses or agreements necessary to perform the Supplier's obligations under the Agreement, as applicable. The Supplier shall notify Wärtsilä if any use, sale, import or export by Wärtsilä of the Services and/or Service Results to be delivered under the Agreement is restricted by any export control Laws. When the Services and/or Service Results are subject to export control, the Supplier shall inform Wärtsilä of the Export Control Classification Numbers (ECCN) for the supplied items (articles, technology and software). The Supplier shall also comply with all economic sanctions, trade restrictions and trade embargoes enacted from time to time by the European Union, United Nations, United States of America and/or by any local authorities via local legislation. In addition, the Supplier hereby warrants, represents and undertakes that no materials of Russian or Belarusian origin are used in any goods or products supplied to Wärtsilä, and undertakes to ensure that related documentation and evidence regarding the origin of the goods or products throughout the commercial chain shall be available on request.

13.7.2 The Supplier shall indemnify, hold harmless and, at the election of Wärtsilä, defend Wärtsilä from and against all losses, damages, liabilities and expense, including but not limited to reasonable attorneys' fees, arising from or related to any act or omission of the Supplier or Sub-suppliers at any tier in the performance of any of its obligations under this clause. The Supplier shall ensure that its Sub-suppliers (if any) shall comply with the requirements of Section 13.7.

13.8 Data Protection

13.8.1 The Supplier represents and warrants that the Supplier is within its legal rights, and it has taken all necessary measures under the Regulation (EU) 2016/679 ("GDPR") and/or other applicable data protection legislation for the processing of personal data and the

transfer of personal data outside the EU/EEA as the case may be for purposes of the Agreement. The Supplier shall indemnify, hold harmless and, at the election of Wärtsilä, defend Wärtsilä from and against all losses, damages, liabilities and expenses, including but not limited to reasonable attorneys' fees, arising from or related to any act or omission of the Supplier or Sub-suppliers at any tier in the performance of any of its obligations under this clause. The Supplier shall ensure that its Sub-suppliers (if any) shall comply with the requirements of this clause. The Parties agree that, if personal data is processed relating to the provisioning of the Services, the Parties shall enter into a data processing agreement.

14. MISCELLANEOUS

14.1 The provisions of the Agreement are severable. If any provision is determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of the Agreement. The relevant provisions herein shall be replaced automatically by valid provisions that most closely fulfil the intended purpose of the Agreement.

14.2 The Supplier shall not be entitled to transfer or assign any of the rights and liabilities hereunder to any third party without the prior written consent of Wärtsilä.

14.3 Notwithstanding the termination or expiration of the Agreement for any reason, those provisions which by their nature are intended to survive shall remain in full force and effect. Without limitation, Sections 4.3, 8, 9, 10, 13 and 15, and any other terms which expressly or by implication are intended to survive, shall continue to be binding upon the Parties following such termination or expiration.

15. APPLICABLE LAW AND ARBITRATION

15.1 The Agreement shall be governed by and interpreted in accordance with the laws of the country where Wärtsilä Group Company (the purchasing entity) has its principal place of business.

15.2 All disputes arising out of or in connection with the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) or more arbitrators appointed in accordance with the said Rules. The proceedings before the arbitral tribunal shall be governed by the Rules of Arbitration of the International Chamber of Commerce, and where these Rules are silent, by the laws of the country where Wärtsilä (the purchasing entity) has its principal place of business. The arbitration proceedings shall be conducted in the English language and will take place in the capital of the country where Wärtsilä (the purchasing entity) has its principal place of business.