1. APPLICABILITY

1.1 These General Terms and Conditions ("**GTC**") apply, to the exclusion of any general terms and conditions of the Customer (as defined in Section 2.3), to any Contract (as defined in Section 2.2) between IONCOR Oy, Kaivokatu 8, 00100 Helsinki, Finland, as well as its successors and assigns ("**IONCOR**") and any Customer. IONCOR and Customer are singularly referred to as a "**Party**" and together as the "**Parties**".

1.2 In case of any discrepancies or contradictions between other documents referred to in a Contract (as defined below) and these GTC, the latter shall prevail, unless the Parties have in writing expressly agreed to deviate from the provision(s) of these GTC.

2. DEFINITIONS

2.1 "**Affiliate**" means any legal entity which, directly or indirectly, controls or is controlled by or under common control with a Party, control being defined as the holding of more than 50% of the capital or of the voting rights of a company.

2.2 "**Contract**" means any agreement according to which IONCOR supplies Equipment (as defined in Section 2.5) to the Customer, including but not limited to an acknowledgement or confirmation of an order by IONCOR, which directly, through its appendices, or by operation of law incorporates these GTC.

2.3 "**Customer**" means the purchaser of Equipment from IONCOR, as well as purchaser's principals, successors and assigns, as may be applicable.

2.4 "**Delivery**" means the delivery of all or part of the Equipment pursuant to the Contract.

2.5 "**Equipment**" means such goods, battery packs, systems, materials, components, and technical documentation as expressly agreed to be delivered by IONCOR to the Customer.

2.6 "**Intellectual Property Rights**" means any and all patents, rights to inventions, utility models, copyrights, trademarks, trade dresses, knowhow, trade secrets, industrial design rights, service marks, trade, business and domain names and any other intellectual property rights, whether registered or not, including all applications for and renewals or extensions of such rights anywhere in the world.

2.7 "**Price(s)**" means the price for Equipment as specified in the Contract.

2.8 "**Software**" means such computer programs, applications, and related documentation and data, like source, object and executable codes, listings and firmware, which are embedded in the Equipment or form part of the delivery thereof.

2.9 "**Warranty Period**" means a twenty-four (24) month period calculated from the date of Delivery of the respective Equipment.

3. SCOPE

3.1 Scope of Equipment to be supplied by IONCOR is limited to that expressly specified in Contract. All changes and variations to the Equipment so specified (including but not limited to the scope of Equipment, time schedule and other terms) shall be mutually agreed in writing by the Parties to confirm their impact on Price, Delivery time, warranties, guarantees and other obligations. IONCOR shall not be obliged to implement changes and variations requested by the Customer prior to the Parties' mutual agreement thereof.

4. PRICES AND PAYMENT

4.1 Prices quoted by IONCOR remain valid for a period of thirty (30) days unless the quotation states otherwise.

4.2 All Prices stated in the Contract and any other documents provided by IONCOR in relation to it, are in Euros and exclusive of any and all sales and value added tax as well as any other taxes, fees, tariffs or duties. Prices include IONCOR's own income taxes as well as standard packaging of Equipment. The Customer shall advise IONCOR of any special requirements for packing or storage which will be charged to Customer accordingly.

4.3 Should there be an increase in the government-imposed customs duties or tariffs such that IONCOR´s costs of manufacturing the Equipment increase, such additional customs duties and tariffs shall be borne by the Customer.

4.4 The Customer shall pay IONCOR´s invoices within thirty (30) days from the date of the invoice unless otherwise agreed in the Contract. Overdue and undisputed invoices shall bear interest at the rate of 12.5% per annum, until paid in full.

4.5 In case an undisputed invoice remains unpaid thirty (30) days after the due date, IONCOR reserves the right, without any liability and without prejudice to its other rights, to suspend Contract performance and to request compensation for costs deriving from such suspension.

5. DELIVERY

5.1 Delivery of the Equipment shall occur in accordance with the Incoterms® 2020 stated in the Contract. The origin of the Equipment will be at IONCOR's sole discretion. IONCOR shall be entitled to subcontract all or part of its obligations hereunder but shall not be responsible or liable for subcontractors selected or appointed by the Customer.

5.2 Delivery times as specified in the Contract shall be subject to Customer's timely performance of its contractual obligations, including provision of technical specifications and other information required for design and engineering.

5.3 Title to the Equipment shall pass to the Customer only upon full payment but the risk passes to the Customer already upon Delivery. IONCOR may retain any Customer-owned materials, tooling, or investments until the Customer has paid for the Equipment in full.

5.4 If the Customer is unable to receive the Equipment or any part thereof on the agreed date of Delivery, the Customer shall compensate IONCOR for all additional costs incurred thereby, including handling, storage, and insurance. Transfer to storage at Customer's request or upon Customer's delay shall constitute Delivery.

5.5 Should IONCOR fail to deliver Equipment or parts thereof on or before the agreed dates of Delivery for reasons solely attributable to IONCOR, the Customer shall be entitled to liquidated damages in the amount of 0.5% for each full week of delay with the maximum amount of 5%, calculated respectively from the Price of the delayed portion of Equipment. Delay of delivery of technical documentation shall be subject to liquidated damages only if so expressly agreed in the Contract. These liquidated damages shall constitute the Customer's sole and exclusive financial remedy for delay in Delivery.

5.6 The Customer shall within five (5) working days from Delivery inspect the Equipment and give a written notice to IONCOR of any non-conformities.

6. WARRANTY

6.1 IONCOR warrants that during the Warranty Period the Equipment will be free of defects in material and workmanship and in conformity with the expressly agreed technical data and specifications. Unless otherwise specified in Contract, Equipment shall, at the time of Delivery, comply with mandatorily applicable EU regulations related to quality, environment, emissions, safety, and testing.

6.2 IONCOR shall, at its discretion and cost, repair or replace the defective Equipment provided that the Customer (i) has notified IONCOR in writing within seven (7) calendar days from becoming aware of any defect in the Equipment discovered during the Warranty Period, (ii) has given IONCOR opportunity to inspect the defective Equipment and (iii) has taken appropriate and timely mitigative actions. IONCOR shall bear the transportation costs of defective Equipment from and to the Customer's site for

repair or replacement purposes, while the Customer shall bear the installation and dismantling costs.

6.3 IONCOR is not, however, responsible for defects, damages, losses and costs caused by

i. improper or incomplete information provided to IONCOR by the Customer;
ii. the Customer's failure to comply with IONCOR's instructions or manuals;
iii. repairs, modifications or alterations made to the Equipment after the Delivery without the prior written consent of IONCOR;
iv. normal wear and tear;
v. materials, equipment or structures outside the scope of IONCOR's responsibility under the Contract; or
vi. the Equipment not being compatible or not functioning with other equipment, software or systems not supplied by IONCOR, unless IONCOR has specifically accepted the responsibility for their interface.

6.4 EXPRESS WARRANTIES AND REMEDIES STATED IN SECTIONS 6.1 AND 6.2 ABOVE ARE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY IONCOR TO THE CUSTOMER. ANY AND ALL OTHER WARRANTIES, GUARANTEES OR DEFECTS LIABILITIES, INCLUDING BUT NOT LIMITED TO LATENT DEFECTS, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS WELL AS CONDITIONS OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE, ARE HEREBY WAIVED AND EXCLUDED. CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT ANY SOFTWARE IS PROVIDED "AS IS" AND AS AVAILABLE.

7. LIMITATIONS OF LIABILITY

7.1 NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY CONTAINED HEREIN, IONCOR SHALL IN NO EVENT BE LIABLE TOWARDS THE CUSTOMER, FOR (i) LOSS OF USE, (ii) LOSS OF PRODUCTION, (iii) LOSS OF OPPORTUNITY, (iv) LOSS OF ANY CONTRACT, (v) LOSS OF PROFIT OR ANTICIPATED PROFIT, OR (vi) ANY OTHER INDIRECT OR CONSEQUENTIAL COST, LOSS OR DAMAGE, WHETHER BASED ON BREACH OF CONTRACT OR WARRANTY, CONTRACT TERMINATION, NEGLIGENCE, TORT, STRICT LIABILITY, INDEMNITY, AT LAW OR IN EQUITY, OR OTHERWISE.

7.2 IONCOR'S LIABILITY TOWARDS THE CUSTOMER SHALL NOT EXCEED CUSTOMER'S DIRECT DAMAGES, AND IN SUCH CASE ONLY TO THE EXTENT SUCH DAMAGES ARE CAUSED BY IONCOR'S NEGLIGENT ACTS OR OMISSIONS. NOTWITHSTANDING ANYTHING TO THE CONTRARY STATED HEREIN, THE AGGREGATE LIABILITY OF IONCOR TOWARDS THE CUSTOMER, ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, SHALL NOT EXCEED AN AMOUNT EQUAL TO FIFTY PERCENT (50%) OF THE TOTAL PRICE, WHETHER BASED ON THE CONTRACT, TORT, INDEMNITY, STATUTE, BREACH OF WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUND, PROVIDED THAT NO SUCH LIMIT SHALL APPLY IN RESPECT OF THE LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

7.3 IONCOR´S LIABILITY FOR PERSONAL INJURIES AND DAMAGE TO THIRD-PARTY PROPERTY DUE TO UNSAFE EQUIPMENT SHALL BE DETERMINED IN ACCORDANCE WITH THE APPLICABLE PRODUCT LIABILITY LAWS.

7.4 THE REMEDIES OF THE CUSTOMER UNDER THE CONTRACT SHALL BE LIMITED TO THOSE EXPRESSLY DEFINED IN THE CONTRACT, AND SUCH REMEDIES SHALL BE IN LIEU OF ALL OTHERS WHETHER UNDER CONTRACT, AT LAW, OR OTHERWISE.

8. CUSTOMER'S GENERAL OBLIGATIONS

8.1 Any documents, materials and other items to be delivered by the Customer in connection with the Contract shall be delivered promptly and free of charge to IONCOR. The Customer further agrees to provide the necessary technical support, instructions and training relating to the use of the said documents, materials and other items as necessary in order for IONCOR to be able to perform the Contract.

8.2 When employees and contractors of IONCOR work at the Customer's premises, the Customer agrees to ensure their health and safety.

8.3 The Customer agrees to inform IONCOR of any actual or anticipated changes or delays which may have an impact on the Delivery of Equipment.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 The Contract does not provide for the transfer of ownership of or title to any Intellectual Property Rights embedded or incorporated in the Equipment, or otherwise, from IONCOR to the Customer. Customer shall not decompile or reverse engineer the Equipment or the Software. All Intellectual Property Rights, improvements and other intellectual property rights created by IONCOR in connection with the Contract shall vest in IONCOR.

9.2 The Customer grants IONCOR the right to use the Customer's Intellectual Property Rights to the extent necessary in order for IONCOR to fulfil its undertakings under each relevant Contract.

9.3 Ownership of any Intellectual Property Rights in Software (including updates and new versions), templates, symbols, drawings, operating and maintenance manuals, designs, plans, records, instructions, know-how, specifications and any documentation prepared by IONCOR, and third-party Software and related documentation included in, or relating to the scope of delivery, shall vest or remain vested in IONCOR or third-party licensors of IONCOR, as applicable. IONCOR grants to the Customer a limited non-exclusive license to use the above Intellectual Property Rights in installing, operating, and maintaining Equipment sold under Contract. Customer shall not, without IONCOR's prior written consent, use or permit use of any of them for any other purpose and in particular, the Customer shall not have the right to distribute, reproduce, or edit the Software. Notwithstanding the above, the Software may be transferred together with resale of the Equipment subject to Customer binding its purchaser to observe the rights to which IONCOR is entitled hereunder.

9.4 IONCOR warrants that, to the best of its knowledge, the Equipment and the use thereof by the Customer in accordance with Contract, do not infringe the Intellectual Property Rights of any third party. IONCOR assumes no responsibility or liability for violations of third parties' Intellectual property Rights caused by:

i. design or specifications provided by Customer;
ii. changes or modifications to Equipment without IONCOR's prior written consent; or
iii. use of Equipment in a manner or for a purpose other than specified in Contract, or in contradiction of IONCOR's manuals or instructions.

9.5 IONCOR shall, at its option and cost, defend or settle any infringement claim brought against Customer to the extent it is based on a claim that the Equipment infringes any Intellectual Property Rights of a third party existing on or before effective date of Contract, and subject to (i) Customer giving IONCOR written notification of the claim within ten (10) days from becoming aware of such claim and (ii) Customer providing IONCOR with any authority, information and assistance required by IONCOR to defend and negotiate settlement of same. IONCOR shall compensate damages and costs awarded against Customer for such infringement, except any cost or damage due to settlement agreed by the Customer without IONCOR's written consent.

9.6 Should the Equipment become the subject of a claim pursuant to Section 9.5, IONCOR shall at its sole discretion and cost be obliged to:

i. procure for the Customer the right to continue using infringing Equipment or part thereof; or
ii. replace infringing part with a non-infringing part; or
iii. modify infringing part so that it becomes non-infringing.

10. CONFIDENTIALITY

10.1 Confidential Information means any and all information, other than the information excluded pursuant to Section 10.3 below, made available in connection with the Contract by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), regardless of the form or manner of disclosure, including but not limited to any and all information relating to the business, affairs, customers, suppliers, business partners, plans, intentions, market opportunities, operations, processes, methods, product information, know-how or any intellectual property of the Disclosing Party or its Affiliates, and any information or analysis derived from or any notes based on the Confidential Information. Each Party shall keep in confidence and shall not disclose the Confidential Information to any third parties (unless permitted herein) and shall only use and copy the Confidential Information for the purpose of performing its obligations and exercising its rights under the Contract.

10.2 The Receiving Party shall have a right to disclose Confidential Information only to those employees, representatives, consultants, Affiliates and subcontractors who need the Confidential Information in connection with a Contract and who are bound by confidentiality obligations no less strict than those stated in this Section 10. In all circumstances, the Receiving Party shall remain liable towards the Disclosing Party for any breach of these confidentiality obligations by its Affiliates, employees, representatives, consultants and subcontractors.

10.3 Notwithstanding the foregoing, the confidentiality obligations and restrictions hereunder shall not apply to such Confidential Information which:

i. is in or comes into the public domain, through no fault of Receiving Party or its employees;
ii. was in Receiving Party's possession prior to disclosure;
iii. was received from a third party being under no confidentiality obligation at the time of disclosure, or
iv. was developed by the Receiving Party or its Affiliates without resort to the Confidential Information; or
v. is required or ordered to be disclosed by law, regulation, order of a public authority, or court order, provided that the Receiving Party limits the disclosure of the Confidential Information to the necessary extent, and shall notify the Disclosing Party of such duty prior to disclosure to the extent permitted by applicable law.

10.4 Each Party undertakes to maintain data security to ensure the integrity, availability, and confidentiality of the Confidential Information. The Receiving Party shall notify the Disclosing Party without any delay of security incidents or other discrepancies related to Confidential Information and shall immediately take all possible measures in order to protect the Confidential Information.

10.5 The confidentiality obligations set forth herein shall survive five (5) years after the termination of the Contract. Notwithstanding the foregoing, in case the Confidential Information qualifies as a trade secret under applicable law and the Disclosing Party advises the Receiving Party accordingly in connection with its disclosure, these obligations shall survive until such Confidential Information is no longer a trade secret by law.

10.6 If the Parties have concluded a separate confidentiality agreement, the terms of such confidentiality agreement shall prevail over the provisions of this Section 10.

11. FORCE MAJEURE

11.1 Neither Party shall be liable to the other Party for any delay in performance or non-performance of any obligation under a Contract or for any damage incurred if such delay or non-performance is caused by force majeure.

11.2 Force majeure is an event which (i) has arisen after the conclusion of Contract, (ii) was not known at the time of its conclusion, (iii) is beyond the Party's reasonable control and (iv) prevents or unreasonably hinders the performance of the Contract. Force majeure events include but are not limited to strikes, natural disasters, wars or acts of terrorism (whether or not declared as such by a government), as well as changes in the applicable laws and regulations which prevent a Party from fulfilling its contractual obligations.

11.3 A Party shall notify the other Party without delay in writing of the force majeure, its expected length, and the expected impact on the Party's ability to meet its contractual obligations.

12. TERM AND TERMINATION

12.1 Contract shall continue in full force and effect until its completion unless terminated earlier in accordance with Section 12.2 below.

12.2 Without prejudice to any other right or remedy available to a Party under the Contract, a Party shall be entitled to terminate the Contract in whole or in part with immediate effect by giving the other Party a written notice of termination in case:

i. the other Party is in material breach of the Contract and, if such breach is capable of remedy, fails to remedy the breach within fourteen (14) days from receipt of written notice thereof by the non-breaching Party;
ii. the other Party becomes insolvent, is declared bankrupt, files for bankruptcy, enters into liquidation, enters a voluntary arrangement with its creditors or if any other insolvency procedure is commenced against the other Party in any jurisdiction;
iii. the other Party ceases to carry out its business; or
iv. force majeure event continues or is likely to continue for more than forty-five (45) consecutive days.

12.3 In case Contract is terminated by IONCOR pursuant to Section 12.2.i, the Customer shall pay to IONCOR all costs incurred in pursuance of the Contract. Additionally, IONCOR shall be compensated for lost profits a fee of five percent (5%) of the remaining undelivered Contract value as of the date of termination.

12.4 Such terms which by their nature are intended to survive shall remain in effect after the termination or expiry of the Contract.

13. EXPORT CONTROL

13.1 Performance of each Contract is subject to all applicable import and export control, sanctions and embargo laws, regulations, orders and requirements, as amended from time to time, that are imposed, administered or enforced by the governmental authorities of the European Union, the United Nations, the United States, the United Kingdom and/or any other jurisdiction in which IONCOR or the Customer is located, or from which the Equipment may be supplied (together, the "**Export Control Laws**").

13.2 The Customer represents and warrants to IONCOR that (i) Customer shall not, and shall not permit any third parties to, directly or indirectly, export, re-export, or release any Equipment and any products utilizing the Equipment to any country to which, or any party to whom, the export, reexport, or release is prohibited by applicable Export Control Laws; (ii) the performance of Customer's duties under the Contract will not result in any funds, economic resources, products, goods, works, services, or wider benefits being made available, directly or indirectly, to any individual, entity, or body designated under Export Control Laws; and (iii) Customer will not sell, export, transfer, re-export, or re-transfer any Equipment which may be intended for a military use unless prior authorization by a competent authority has been granted. Where IONCOR is required by a competent authority to provide records and/or

information, Customer upon request by IONCOR, shall promptly provide IONCOR with all information, pertaining to the particular end customers the particular destinations, and the particular end use of the Equipment, as permitted by statutory provisions and without breach of confidentiality obligations.

13.3 Each Party warrants that neither it nor any of its Affiliates, nor any owner, beneficial owner, member of the board of directors, managing director nor any other director or representative of them are subject to Export Control Laws.

13.4 If any changes in the applicable Export Control Laws have material impact on Party's or Parties' obligations under the Contract, Parties shall make a change order or an amendment to Contract to reflect any required changes to the scope of delivery and the resulting adjustments in Price, delivery dates, warranties, guarantees and/or any other contractual obligations affected by the changes. If the changes to this Contract are not feasible to make Equipment or the delivery compliant with the applicable Export Control Laws and Export Licenses, IONCOR shall have the right to immediately terminate this Contract, fully or partially, without any liability.

13.5 Additionally, the Parties agree as follows:

1. Customer shall not sell, export or re-export, directly or indirectly, Equipment supplied under or in connection with the Contract to or for use in the Russian Federation, Republic of Belarus, Crimea, Iran, North Korea or any other country or area where such sale, export or re-export is prohibited by the applicable Export Control Laws.
2. Customer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible re-sellers and distributors.
3. Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties in the supply chain, including by possible re-sellers and distributors, that would frustrate the purpose of paragraph (1).
4. Any violation of the provisions in this Section 13 shall constitute a material breach of an essential element of the Contract, and IONCOR shall be entitled to seek appropriate remedies, including, but not limited to (i) full or partial termination of the Contract with immediate effect, and (ii) a penalty of 20% of the total value of the Contract or price of the Equipment exported, whichever is higher.

13.6 Each Party agrees to immediately notify the other Party in writing in the event the Party is in breach of the terms in this Section 13.

14. DATA PRIVACY

14.1 All personal data provided by the Customer shall be collected and processed by IONCOR exclusively for the purposes of performing the Contract and in accordance with the applicable data protection provisions, in particular the EU General Data Protection Regulation (GDPR) and national data privacy laws.

15. BATTERY REGULATION

15.1 Each Party shall comply with the obligations applicable to it under Regulation (EU) 2023/1542 (the "**Battery Regulation**") and any national extended producer responsibility legislation applicable in each relevant jurisdiction (together, the "**EPR Laws**"). Where IONCOR qualifies as the producer (as defined in the Battery Regulation) of a battery in a Member State, IONCOR shall be responsible for the producer registration and extended producer responsibility obligations arising in that Member State. Where the Customer or any person in its distribution chain qualifies as the producer of a battery in any Member State, including by (i) marketing or reselling the battery, or a product incorporating it, under its own name or trademark, (ii) first making it available in a Member State other than the one in which IONCOR delivered it, or (iii) selling it directly to end-users in such other Member State, the Customer shall ensure compliance with all applicable producer registration, reporting, collection, take-back, treatment, recycling and other extended producer responsibility obligations under the EPR Laws and bear all associated costs. Upon IONCOR's request, the Customer shall promptly provide such information on the branding, incorporation, distribution, destination markets and quantities of the Batteries as IONCOR may reasonably require to determine and fulfil its obligations under the EPR Laws, and the Parties shall cooperate in good faith where their respective obligations arise in different jurisdictions. Nothing in this Section shall be construed as altering either Party's status as a producer under mandatory provisions of the EPR Laws.

16. APPLICABLE LAW AND DISPUTES

16.1 These GTC and any Contract shall be governed by the laws of Finland, excluding its conflict-of-laws provisions as well as the United Nations Convention on Contracts for the International Sale of Goods (CISG).

16.2 Any dispute, controversy, or claim arising out of or relating to 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 by three (3) arbitrators. Place of arbitration shall be Helsinki, Finland, and the language of arbitration shall be English.

16.3 This Section 16 shall not preclude a Party from obtaining interim injunctive relief on an immediate basis from a court of competent jurisdiction pending outcome of arbitration, nor from collecting overdue receivables through a court of competent jurisdiction and law enforcement authorities.

17. MISCELLANEOUS

17.1 Any amendment or addition to the Contract or its appendices shall not become binding upon the Parties unless agreed upon in writing. E-mail shall be deemed as written form.

17.2 Neither Party shall without the written consent of the other Party be entitled to assign the Contract or any rights or obligations thereunder in whole or in part to any third party. However, IONCOR shall be entitled to assign the Contract to any of its Affiliates.

17.3 If any provision of the Contract is found to be invalid, the remaining provisions of the Contract shall remain in full force, and the Parties shall use their best efforts to modify such invalid provision consistent with the original intent of the Parties in accordance with applicable law.

17.4 No failure by a Party to exercise any of its rights under the Contract or the release of the other Party from its obligations shall constitute a waiver of any other right or future right or an acceptance of a breach of contract.

17.5 Notices shall be made in writing addressed to the other Party at its registered office or such other address as given in the Contract.

17.6 Provisions of Contract constitute the entire and final agreement between the Parties. Any prior statements, undertakings or promises, whether written or oral, express or implied by either Party shall have neither force nor effect.

17.7 Subject to Section 17.8, the Customer shall bring any action against IONCOR arising out of the Contract or its performance no later than two (2) years after Delivery of the Equipment.

17.8 Any claims against IONCOR arising out of or in connection with the warranty set out in Section 6, will be deemed to be waived and absolutely time barred one (1) month after the expiry of the Warranty Period.