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**Neste's General Terms of Procurement****1. General**

1.1 These Neste's General Terms of Procurement ("**Terms**") apply to procurement by Neste Corporation or any of its Affiliated Companies to the extent that such Terms are appended to the Agreement, the Order or any inquiry, order confirmation or other corresponding documents or electronic records relating to the Commodity. These Terms also apply to the extent that they are referred to in such documents or electronic records.

1.2 In the order of priority of contractual documents these Terms shall be applied after the main body of the Agreement or an Order and the particular terms thereof, if any, but before other appendices, unless otherwise set out in the Agreement.

**2. Definitions**

In any document forming part of the Agreement:

2.1 "**Affiliated Company**" or "**Affiliate**" of a Party means any Finnish or foreign legal entity that is (a) directly or indirectly owning or controlling the Party, or (b) under the same direct or indirect ownership or control as the Party, or (c) directly or indirectly controlled by the Party for so long as such ownership or control lasts; taking into account that (d) ownership or control shall exist through direct or indirect ownership of fifty percent (50%) or more of the nominal value of the issued equity share capital or of fifty percent (50%) or more of the shares entitling the holders to vote for the election of or appoint the members of the board of directors or persons performing similar functions.

2.2 "**Agreement**" means an agreement or undertaking between the Parties concerning the Commodity, including, without limitation, its attachments.

2.3 "**Buyer**" means Neste Corporation or an Affiliated Company of Neste Corporation.

2.4 "**Commodity**" means goods, material, service, work, software, information in written, electronic or another form, user or ownership rights or another commodity which is identified in the Agreement and which is sold, delivered or conveyed by the Seller (including any improvements, modifications and updates).

2.5 "**Law**" means all applicable laws, decrees, statutes and regulations (including, without limitation, EU regulations and directives) as well as orders, decisions or instructions by competent courts or authorities (in all jurisdictions).

2.6 "**Order**" means the Buyer's order concerning the Commodity.

2.7 "**Party**" means either the Buyer or the Seller and "**Parties**" the Buyer and the Seller collectively.

2.8 "**Person**" shall mean (whether capitalized or not) a natural person, or a corporate or unincorporated body (whether or not having separate legal personality).

2.9 "**Purchase Price**" means the consideration for the Commodity or its use according to the Agreement.

2.10 "**Sanctioned Person**" means a Person that is either: (a) designated, blocked, or otherwise identified under any Sanctions Laws; (b) owned fifty percent (50%) or more (whether individually or in the aggregate), controlled by, or acting on behalf or at the direction of one or more Sanctioned Person(s); (c) any individual or entity that is in a country that is the target of a comprehensive trade embargo implemented under any Sanctions Law; or (d) the government of any country referred to in (c).

2.11 "**Sanctions Laws**" means any law, regulation, order or directive which imposes trade sanctions (including, without limitation, asset blocking/freezing, trade embargoes, and other financial restrictions) against countries, individuals or entities on grounds whether pursuant to United Nations Security Council Resolutions or on an autonomous national or regional basis,

including, without limitation: (a) sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department or by the U.S. Department of State; (b) sanctions or restrictive measures imposed by the European Union or its Member States; (c) sanctions or restrictive measures imposed by Her Majesty's Treasury of the UK; or (d) similar laws, regulations, orders and directives of other jurisdictions, but only to the extent such other jurisdictions under this sub-article (d) are applicable.

2.12 "**Seller**" means a party that sells, delivers or conveys the Commodity to the Buyer. If there is more than one such party in the Agreement, each such party shall be deemed a Seller and they shall be jointly and severally liable for the Seller's obligations under this Agreement.

**3. Creation of Agreement**

3.1 The Agreement is considered to be in force once both Parties have duly signed the Agreement, the Buyer has accepted the Seller's offer in writing, the Seller has accepted the Order in writing, or if the Seller has commenced the actual fulfilment of the Order, whichever occurs first. The Seller must accept or refuse the Order within ten (10) days of the receipt of the Order or of the date when the Order should have been received. When the Seller has accepted the Order, it shall be considered accepted without any changes. If the Seller does not, within the above-mentioned time, notify the Buyer of its rejection of the Order, the Seller is considered to have approved the Order. Any possible terms contained in the Seller's order confirmation that deviate from the terms of the Order are only valid if the Buyer notifies the Seller in writing of its express approval of the Seller's terms.

**4. Quality of the Commodity**

4.1 The Commodity must in all respects be in accordance with the Agreement and suitable for its intended use as set out in the Agreement or otherwise known to the Seller. In addition, the Commodity shall be free from defects and of flawless quality as well as meet all requirements set by Law, standards, business practice, good technical practice and other applicable terms. The Commodity shall be unused. The Seller undertakes to comply with all Laws applicable to this Agreement or the sale, delivery or conveyance of the Commodity as well as to ensure that its subcontractors comply with such Laws.

4.2 The Buyer shall be entitled but not obliged to perform reviews and/or inspections in relation to the Commodity's quality or other characteristics. Any such review and/or inspection shall not affect the Seller's obligations or liabilities. Buyer is entitled to reject a Commodity that does not comply with the Agreement. In such case, the Buyer may, in its sole discretion either (i) cancel the Agreement pursuant to clause 19.1 (iv) or (ii) require the Seller, at the Buyer's sole discretion, either to remedy the Commodity to comply with the Agreement or to deliver a new Commodity that complies with the Agreement and, if the performance of the Seller's obligations is delayed, demand payment of liquidated damages in accordance with clause 8 or cancel the Agreement pursuant to clause 19.1 (ii) or (iii) have the Commodity remedied at the Seller's cost; or (iv) accept the deficient or defective Commodity and demand a reduction of the Purchase Price.

4.3 Without limiting the Seller's liability under the Agreement, the Seller shall at its own cost and expense be responsible for adequate and continuous quality control and assurance of the Commodity and shall prepare an adequate plan for such quality control and assurance. Such plan shall be delivered to the Buyer within two (2) weeks after the Buyer's request and in any event prior to the commencement of the performance of the Agreement. Should the Buyer have designated a site manager or work supervisor, the plan shall be delivered to him.

4.4 The Buyer and its nominated representative shall during normal working hours be entitled to inspect and supervise the progress of the completion of the Commodity and its quality at the premises of the Seller and its subcontractors. The Seller shall before delivery undertake all necessary inspections, tests,

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sampling, test runs and other quality assurance procedures and deliver all reports and certificates relating thereto without delay to the Buyer. The Seller shall well in advance notify the Buyer of such quality assurance procedures and the Buyer shall be entitled to attend if the Buyer so desires. The Seller shall be responsible for all costs and expenses arising out of this clause 4.4, except for the Buyer's and its representatives' personal expenses. Neither the obligations of the Seller or the actions taken by the Buyer under this clause 4.4 shall limit the Seller's liability under the Agreement.

4.5 The Seller undertakes, upon the Buyer's request, to make reasonable modifications to the Commodity without a separate compensation provided, however, that such modifications do not result in additional cost or an extended delivery time. If the modifications result in additional cost or extended delivery time, the modifications and extension shall be agreed upon in writing. In absence of a written agreement in this respect, no extension is granted and the Seller shall bear all costs relating to the modifications. Accordingly the parties shall agree in writing upon any additional works prior to the commencement thereof. Otherwise the Seller shall not be entitled to any compensation or extension of time on the basis of any additional works. The Seller shall provide a specification of the performed and future additional and modification works to each site meeting. Such specification shall be as up-to-date as possible.

4.6 If the Seller before the delivery of the Commodity has made improvements or updates of commodities sold by the Seller that correspond to the Commodity, the Seller shall without delay notify the Buyer thereof. The Buyer shall be given an opportunity to change the Commodity to reflect such updates or improvements, unless this results in an unreasonable extension of the delivery time or unreasonable additional cost. If, after the delivery of the Commodity, improvements or updates are made to the Commodity or commodities to be used together with the Commodity that affect the operational or other safety thereof, the Seller shall without delay notify the Buyer thereof.

#### 5. Purchase Price and Terms of Payment

5.1 The Purchase Price includes all costs for full and complete performance according to the Agreement. The Buyer is not obliged to accept any increases for packaging, delivery, dispatching, invoicing, small-scale delivery, fuel, daily allowance or any other increases relating to the Commodity or the Agreement.

5.2 The Seller shall be liable for all taxes, assessments, charges and other payments to the authorities levied, assessed or imposed on a Party or third party in any country as a result of the Agreement or the sale, delivery or conveyance of the Commodity. However, the Purchase Price specified in the Agreement is exclusive of value added tax, sales tax or similar taxes ("VAT"). If and to the extent that VAT becomes payable on sale the Seller shall issue an invoice fulfilling the requirements of Law setting out such VAT and date for its payment. Each Party shall be responsible for its own tax obligations towards the authorities. The Seller shall indemnify and hold the Buyer and its group companies harmless for and against any taxes, assessments, charges or other payments levied, assessed or imposed as a result of the Agreement or the sale, delivery or conveyance of the Commodity.

5.3 The term of payment is sixty (60) days net from the date of the receipt of a correct invoice by the Buyer, provided, however, that the Buyer has received and approved the Commodity and its documentation in their entirety. The responsibility and burden of proof for correctness of any information forming the basis of pricing and invoicing lies on the Seller, and no review, invoicing permit or acceptance by the Buyer shall be construed as acceptance or waiver thereof. In case errors or discrepancies in underlying information pertaining to invoices are noticed, whether before or after invoicing permits or payment having been made as to the applicable invoice, the amount of such payment (or subsequent payments, as may be applicable) shall be adjusted accordingly.

5.4 Delayed payment shall be subject to an interest on overdue payment according to the Finnish Interest Act in force (*korkolaki*, 633/1982 as amended). The Buyer is not liable to pay interest on overdue payment if the delay of payment results from the Seller's error or delay or from an incorrect or deficient invoice.

5.5 Invoices shall be submitted in a form approved by the Buyer and in accordance with a procedure instructed by the Buyer from time to time.

#### 6. Terms of Delivery

6.1 The terms of delivery are DAP (named place of destination) in accordance with Incoterms 2010. The Seller shall be responsible for port charges.

#### 7. Delivery time and Seller's Delay

7.1 If the Parties have agreed on a period during which delivery of the Commodity will occur rather than a precise delivery date, the delivery time is considered to begin once the Agreement is in force as set out in clause 3.1. The Seller may not, without the explicit consent of the Buyer in writing, make partial deliveries or deliveries earlier than stated in the Agreement. The Seller shall be responsible for any additional cost and expenses resulting from partial or advance deliveries.

7.2 The Seller shall without delay notify the Buyer of a threatening delay (whether based on force majeure situations or otherwise), including its reason and expected duration and the status thereof. The Seller must immediately at its own cost and expense initiate all possible measures, including, without limitation, overtime and shift work, to avoid or eliminate a delay and to eliminate the adverse effects of a delay. If the Seller fails to take the aforementioned actions, the Buyer may at its sole discretion have them performed by a third party at the cost, expense and risk of the Seller provided that the Buyer takes due care and notifies the Seller thereof. This clause 7.2 does not restrict the Buyer's right to claim liquidated damages pursuant to clause 8 or to cancel the Agreement pursuant to clause 19.1 (ii).

7.3 If the Seller's fulfilment of its obligations is delayed as a result of a reason attributable to the Buyer, the delivery time will be extended by the time by which the completion of the delivery has been verifiably delayed due to such reason.

#### 8. Liquidated Damages for Delay

8.1 If a delivery of the Commodity, any part thereof or its related documents are delayed from the agreed delivery time (as such delivery time may have been extended pursuant to clause 7.3), the Seller is obliged to pay the Buyer liquidated damages in the amount of one per cent (1%) of the Purchase Price for each beginning week of delay up to a maximum amount of ten per cent (10%) of the Purchase Price. The Buyer is entitled to such liquidated damages regardless of whether or not the delay has resulted in any loss, damage or harm to the Buyer. For the purposes of liquidated damages under this clause, defective and/or incomplete delivery of the Commodity is considered delayed delivery until the defectiveness has been remedied and the complete Commodity and all parts thereof fully conform to the Agreement, except for minor defects which have no effect on the safe and effective use of the Commodity for the purposes for which it is intended. For the avoidance of doubt, without limiting any set off right the Buyer may have under the Agreement or otherwise, the Buyer is entitled to set off the liquidated damages against any invoice or receivable (claim for damages or any other receivable) that the Seller might have against the Buyer. Payment of liquidated damages does not release the Seller from its obligation to deliver the Commodity in accordance with the Agreement.

8.2 If the Buyer incurs damages caused solely by the underlying delay pertaining to the time which liquidated damages for delay have been paid by the Seller to the Buyer, then to this extent, the Buyer is not entitled to compensation for beyond such liquidated damages, unless the delay is the result of the Seller's wilful misconduct or gross negligence.

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## 9. Transfer of Ownership

9.1 Ownership of and title to the Commodity is transferred from the Seller to the Buyer at the same time as the liability for risk is transferred from the Seller to the Buyer in accordance with the agreed terms of delivery.

9.2 However, if the delivery includes installation, ownership is transferred to the Buyer when the Commodity has been delivered to the installation site. The liability for risk is transferred to the Buyer when all installed Commodities have been received and accepted.

## 10. Duty to Provide Information and Packaging

10.1 The Seller shall without any separate compensation and in a form required by the Buyer, provide the Buyer with all information and documents that are necessary for inspection and approval of the Commodity by the Buyer in accordance with the agreed time schedule, the adequate and safe transport, storage, installation, commissioning, start-up, use, maintenance, shut-down and disposal of the Commodity as well as any updates thereof. The information and the documents shall further comply in all respects with all requirements pursuant to Law. Such inspection or approval by the Buyer does not limit the Seller's liability under the Agreement.

10.2 The Commodity must be packed so that it will not be damaged during transport, handling or storage. The Seller must label deliveries in accordance with the Buyer's instructions, business practices and Law. Commodities and packages must be clearly labelled in order to specify them in an appropriate manner. This information shall be included in the packing list.

## 11. Warranties and Guarantees

11.1 The Seller shall, at a time determined by the Buyer and in a manner that least interferes with the operations of the Buyer, be obliged to repair at its own expense all faults, defects and deficiencies resulting from the design, materials or workmanship of the Commodity or otherwise appearing in the Commodity.

11.2 The warranty period is two (2) years from the date when the liability for risk was transferred to the Buyer. All defects arising in the Commodity during the warranty period shall be included in and be repaired in accordance with the warranty, whether or not the Seller actually performs the repair during the warranty period.

11.3 The Seller shall remain responsible for such faults, defects and deficiencies relating to the Commodity that occur within ten (10) years after the end of the warranty period to the extent they are the result of the Seller's wilful misconduct or gross negligence or the Buyer could not reasonably discover them prior to the end of the warranty period.

11.4 The Seller is not responsible for defects that are the result of the Buyer's incorrect or deficient maintenance, incorrect installation or repair performed by the Buyer or a third party, or normal wear or tear of the Commodity provided that the defects are not attributable to the Seller.

11.5 If a fault, defect or deficiency is discovered in a Commodity and the Buyer has a reason to assume that it may also occur in other Commodities delivered by the Seller, all such Commodities shall be considered defective regardless of their warranty period.

11.6 The Seller shall be responsible for all costs and expenses relating to activities set out in clause 11, including, without limitation, those relating to (i) the removal of faulty, defect or deficient parts, (ii) installation of repaired or re-delivered parts, (iii) necessary inspections, tests, sampling, test runs or other quality assurance procedures, (iv) use of necessary equipment, materials and accessories, (v) travelling, board and lodging of personnel as well as (vi) transportation relating to items (i) to (v) above.

11.7 A new warranty period equal in length to the original warranty period shall be given on the same terms and conditions in respect of repaired or redelivered Commodities or any part thereof. The warranty period for Commodities, other commodities

delivered by the Seller and parts thereof shall be extended by a period equal to the length of time that they could not be used due to above-mentioned repairs or replacements.

11.8 If the Commodity or a part thereof is taken into use during or after the expiry of the warranty period set out in clause 11.2, the warranty period for such Commodity or a part thereof shall extend to the end of applicable warranty period or twelve (12) months from the date when it is taken into use, whichever is later, provided, however, that the maximum warranty period is five (5) years from the date when the liability for risk was transferred to the Buyer and that the defect is not a result of the Buyer's inadequate storage. Mere test or adjustment run, pilot phase usage (whether commercial or not) or other temporary use shall not constitute "use" for the purposes of this Section 11.8.

11.9 If it so desires, the Buyer is entitled to make minor or urgent repairs at the cost, expense and risk of the Seller without the approval of the Seller provided that the Buyer takes due care and notifies the Seller thereof.

11.10 If the Seller partially or completely neglects its repair obligation or does not perform the repairs without delay, the Buyer is entitled in, its discretion, to (i) perform the repairs itself or have the repairs performed or new parts delivered by a third party at the cost, expense and risk of the Seller provided that the Buyer takes due care and notifies the Seller thereof, (ii) require a reduction of the Purchase Price, (iii) require a re-delivery of the Commodity if this is reasonable under prevailing circumstances or (iv) cancel the Agreement in accordance with clause 19.1 (iv).

11.11 The Seller guarantees the availability of appropriate spare parts and service corresponding to the general operating life of the Commodities at a reasonable price and time and these same Terms shall apply to the procurement of such spare parts and service.

## 12. Duty to Insure

12.1 The transportation insurance obligation is determined based on the terms of delivery.

12.2 The Seller shall take out and maintain valid liability insurance to cover its liability under the Agreement (including, without limitation, product liability) for the full duration of the Seller's liability under the Agreement.

12.3 The Seller shall, if the Buyer so requires, provide a certificate issued by the insurance company in respect of the insurance cover set out in this clause 12 or other insurance cover for the whole duration of the Agreement.

## 13. Confidentiality

13.1 The Seller undertakes to maintain the confidentiality of confidential material received from the Buyer or its representative and to refrain from using such material for purposes other than those outlined in the Agreement. The Seller commits to apply the same standards for protecting the confidential material received as it would apply to the protection of its own confidential material, and standards that correspond to normal practice at a minimum. The Buyer shall be entitled to injunctive relief for any violation of this clause 13.

13.2 Confidential materials are all materials and information (including, without limitation, materials and information that concern the Buyer's or its group companies' business plans, financial position, budgets, products and services, product development, inventions, research results, intellectual property rights, marketing, customer, principal and co-operation relationships, and other information relating to the Buyer's or its group companies' business, including, without limitation, proposals, Orders and Agreements) that the Buyer or its representative delivers or discloses to the Seller or its representative regardless of whether the confidential material is in writing or is revealed orally or in some other manner.

13.3 The confidentiality obligation does not apply to materials and information (i) which is generally available or otherwise public, (ii)

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which the Seller has rightfully received from a third party without any confidentiality obligation, (iii) which was already rightfully in the possession of the Seller without a confidentiality obligation prior to its reception from the Buyer or its representative, (iv) which the Seller has independently developed without utilizing the confidential material received from the Buyer or its representative or (v) which must be disclosed pursuant to Law or applicable stock exchange rules provided that the Buyer is consulted with in advance.

13.4 At the request of the Buyer, the Seller commits to either return or destroy the confidential material it has received without delay.

13.5 The obligations set out in this clause 13 will remain in force for ten (10) years after the end of the Agreement.

#### **14. Ownership; No Encumbrances or Infringements**

14.1 The Seller is liable for that (i) no third party has any ownership, pledge or other right to the Commodity, (ii) the Buyer receives full and unrestricted ownership to the Commodity in accordance with clause 9 and (iii) the Commodity or the use thereof does not infringe any intellectual property right (e.g. patent or copyright) of any third party.

14.2 If claims are presented against the Buyer based on an alleged or actual error set out in clause 14.1, the Seller shall immediately handle the matter in an efficient manner at its own cost and expense to the effect that (i) the Buyer does not become liable to pay damages or incur any other losses or liabilities, (ii) the Buyer does not incur any legal costs, costs of investigation or any other costs or expenses, (iii) the Buyer can uninterruptedly continue to use the Commodity without impediments or restrictions so that the Seller either replaces the Commodity with a faultless one or repairs or changes the Commodity so that it no longer infringes the rights of the third party or so that the Seller may, through the purchase of a necessary license or by paying some other compensation to the holder of the patent or other right, obtain the right of use for the Buyer that corresponds to the original intent of the Agreement.

#### **15. Force Majeure**

15.1 Force majeure is considered to be an event beyond the control of a Party that occurs after creation of the Agreement and is unforeseeable, which was not known to such Party at the time of creation of the Agreement, and which prevents or delays the fulfilment of such Party's obligations, and which inability could not have been prevented or overcome by the Party exercising reasonable foresight, planning and implementation. Such an event may be, for example, a fire, natural disaster, mobilization, war, rebellion, confiscation, changed or new legislation, denial of export license, currency restrictions, national strike or lockout, or other such significant, unusual event considering the location of the force majeure event if it satisfies the general requirements of this clause 15.1. Financial difficulties do not constitute force majeure.

15.2 Delay in a subcontractor's delivery does not release the Seller from liability if the subcontractor's delay is due to a reason other than force majeure, as such term is defined in this Agreement pursuant to clause 15.1 above. A subcontractor's force majeure is accepted as grounds for release of the Seller only when the commodity purchased from the subcontractor is not available elsewhere without unreasonable extra expense or waste of time.

15.3 If the delivery is partially or completely delayed because of force majeure, the delivery period shall be extended by a maximum of the time by which the force majeure actually prevented the continuation of the delivery. A Party may not claim force majeure, unless it has provided written notification immediately upon learning of the force majeure. Such Party must use all reasonable means available to prevent and reduce the damage resulting from force majeure.

15.4 If fulfilment of the Agreement is delayed or is likely to be delayed for at least six (6) months due to force majeure, each Party is entitled to terminate the Agreement with immediate effect upon providing the other Party with written notification.

#### **16. Resolution of Disputes and Applicable Law**

16.1 Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Finland Chamber of Commerce. The place of the arbitration shall be Helsinki, Finland. The language of the arbitration shall be English and/or Finnish. The number of arbitrators shall be one (1). Notwithstanding the foregoing, if the interest of the dispute exceeds five (5) million euros, the number of arbitrators shall be three (3).

16.2 The Agreement, including the arbitration clause, shall be governed by and construed in accordance with the laws of Finland, excluding its provisions regarding the choice of applicable law.

#### **17. Liability for Damage**

17.1 In addition to any other remedy available under the Agreement, the Seller is liable for all damages, losses, liabilities, costs and expenses caused by the Seller, the Seller's subcontractor or the Commodity to the Buyer or parties to whom the Buyer is liable for damages or otherwise on the basis of or in relation to the Commodity or the Agreement. Any damage caused by the Commodity to any property, or persons, and costs attributable to the mitigation or prevention of such damage, shall be considered direct damage.

17.2 Neither Party is liable for any indirect damages, including, without limitation, loss of profits. This limitation of liability shall not be applied to damages that result from (i) breaches of clause 13 (Confidentiality) or clause 14 (Ownership; No Encumbrances or Infringements) or (ii) wilful misconduct or gross negligence.

#### **18. Transfer of Agreement and Subcontracting**

18.1 Neither Party may assign or transfer contractual obligations or rights to a third party without the prior written consent of the other Party.

18.2 Notwithstanding clause 18.1, the Buyer may transfer the Agreement or Order to its group company or to a third party, to whom the business related to the Agreement is transferred partially or completely, by notifying the Seller of the transfer and provided that the transferee commits to observe the Agreement. A group company of the Buyer may invoke the Buyer's rights under the Agreement to the extent it receives ownership to the Commodity or uses the Commodity.

18.3 The Seller shall in good time notify the Buyer of the name of the subcontractor as well as the scope and place of performance of the subcontracting which shall not be changed without the Buyer's consent. The Buyer is entitled to decline subcontracting or a subcontractor on well-grounded reasons. The Seller is liable for a subcontractor's performance as for its own.

#### **19. Cancellation of Agreement**

19.1 The Buyer may cancel the Agreement partly or in its entirety by notifying the Seller thereof if:

(i) the Seller has materially breached the Agreement and such breach has not been cured within a reasonable time (not exceeding thirty (30) days) after the Buyer has notified the Seller thereof;

(ii) delivery of the Commodity or part thereof is delayed or if the Buyer can for a justifiable reason assume that it will be delayed for more than ten (10) weeks for reasons not attributable to the Buyer. The Buyer's right to cancel the Agreement is not dependent upon whether the deadline set out in clause 8.1 that entitles the Buyer to the maximum amount of liquidated damages or any other deadline has passed;

(iii) An application is made for bankruptcy, corporate restructuring, winding-up, restructuring of debts or any similar procedure, or if the ownership of the Seller has essentially changed, or the Seller's financial situation is such that there exists a risk that the Seller cannot be considered capable of fulfilling its current or future

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contractual obligations and the Seller does not, within a period of time determined by the Buyer, provide the Buyer with a reasonable security approved by the Buyer for fulfilling its obligations;

(iv) a fault, defect or deficiency in the Commodity is not repaired within a reasonable time or repair is not possible, and if the fault or defect is material to the Buyer;

(v) the Seller, its group company or its subcontractor materially or repeatedly breaches against Law or the Buyer's instructions concerning matters relating to health, safety, security or environment or if such parties actions or omissions typically may cause essential damage to the Buyer's reputation; or

(vi) continuation of the Agreement results in the Agreement being useless or unreasonable for the Buyer due to economical, production based or technical reasons.

19.2 If the Agreement is cancelled pursuant to paragraphs (i) to (v) above for a reason not attributable to the Buyer, the Seller shall, at its own cost, expense and risk, collect all Commodities that have been delivered and compensate the Buyer for any costs and expenses resulting therefrom provided, however, that the Buyer is entitled to use the Commodity at its own risk for a maximum of two (2) years after the cancellation of the Agreement or, if the use of the Commodity cannot be discontinued prior to the shut-down of the facility or the equipment for a maximum of two (2) months after such shut-down, by paying the Seller a mutually agreed compensation. In case of termination pursuant to Section 19.1(vi) above, the Seller shall immediately cease to fulfil the Agreement and the Buyer shall compensate the Seller for its actual and direct costs incurred prior to the cancellation date as well as pay the proportion of the sale profit lost by the Seller corresponding to the level of completion of the Commodity on the cancellation date. The level of completion shall be calculated by using the following formula: (Purchase Price - the expenses of human, material and other resources necessary for the completion of the Commodity within the agreed time table): Purchase Price. The Buyer shall in such event obtain title to the part of the Commodity performed and paid for by the Buyer. Neither the obligations of the Seller or the rights of the Buyer under this clause 19.2 shall limit the Seller's liability under the Agreement.

19.3 Upon cancellation of the Agreement, the Seller shall return any monies received by it from the Buyer and, if the Buyer does not make use of other options available to it under this clause 19, at its own cost promptly remove the delivered Commodities and restore the site to its original condition.

## 20. Miscellaneous

20.1 Amendments and supplements to the Agreement are only valid if authorized representatives of both Parties have approved them in writing.

20.2 If a term of the Agreement is held invalid, this shall not affect the validity of the remainder of the Agreement. The invalid term shall be considered an expression of the Parties' intent and such term shall be amended, as permitted by Law, so as to reflect the Parties' intent.

20.3 A waiver by a Party concerning the other Party's breach of the Agreement shall not be construed as a waiver of subsequent breaches against the same or another term of the Agreement.

20.4 All notifications or consents relating to the Agreement shall be made in writing in the English or Finnish language to a contact person nominated by each Party by mail or another mutually agreed manner in accordance with the contact details given by such Party.

## 21. Data Protection

21.1 The Parties acknowledge and agree that in order for the Parties to perform their obligations under the Agreement and to manage their business relationship:

(i) In order to fulfil the Party's obligations under this Agreement, a Party may provide data to the other Party that identifies individuals and is considered as 'personal data' (the "Personal Data") under the applicable personal data legislation. Unless the Parties have agreed otherwise in writing, the Parties act as independent controllers for the Personal Data; and

(ii) each Party and its Affiliates may only collect, use, copy, transfer and otherwise process the Personal Data for purposes necessary in connection with the performance of its obligations under the Agreement and the management of the Parties business relationship, including transferring Personal Data to third parties or processing of Personal Data by third parties, including third parties outside the EEA, shipping companies and service providers; provided that Party shall do so in compliance with the applicable personal data legislation and treating the Personal Data with strict confidence and keeping it safe by means of technical and organizational measures required under applicable Law. To the extent required by applicable Law, a Party is obliged to inform its own personnel and its subcontractors and / or their employees about the Personal Data processing necessary for the fulfilment of obligations under this Agreement.

## 22. Trade Sanctions

22.1 Where not in conflict with the provisions of clauses 22.3 or 22.4, it is a condition of the Agreement that the Commodities to be sold and purchased hereunder shall neither directly nor indirectly originate from any Sanctioned Person, country, state, territory or region, nor shall the remuneration for the Commodities go to the benefit of any Sanctioned Person, or any other Person against which/whom there are sanctions imposed by the United Nations, EU, United Kingdom or United States of America either prohibiting, restricting, or otherwise targeting the transaction.

22.2 The Seller represents that neither the Seller, any of its owners, any subcontractor used in connection with the Agreement nor any of their Affiliates or their respective officers or directors is a Sanctioned Person.

22.3 Notwithstanding anything to the contrary elsewhere in the Agreement, nothing in the Agreement is intended, and nothing herein should be interpreted or construed, to induce or require either Party hereto to act in any manner (including failing to take any action in connection with a transaction) that is inconsistent with, penalised, prohibited or expose such Party to any risk of punitive measures under Sanctions Laws.

22.4 Notwithstanding anything to the contrary elsewhere in the Agreement, nothing in the Agreement is intended, and nothing herein should be interpreted or construed, to induce or require either Party hereto to comply with any international boycott, if compliance or agreement to comply therewith could violate anti-boycott laws or regulations applicable to a Party or its Affiliates.

22.5 In the event of any breach or failure to comply with any of the conditions, representations and undertakings set forth in this clause 22, the Buyer may, by notice to the Seller and without prejudice to the Buyer's other rights and at the Buyer's sole discretion, terminate the Agreement or suspend any obligations under the Agreement until further notice without any liability whatsoever.

## 23. Supplier Code of Conduct

23.1 The Supplier Code of Conduct ("Code") is applicable to the Agreement between the Seller and the Buyer and forms an integral part of the Agreement. The Seller must adhere to the Code at any time during the term of the Agreement. The Seller may also be referred to as "supplier" and the Buyer as "Neste" in the Code.

23.2 The Seller must allow the Buyer or any third party authorized by the Buyer and reasonably acceptable to the Seller, to conduct in the presence of the Seller an audit of the Seller's operations for the purpose of verifying the Seller's compliance with the Code, including but not limited to the Seller's facilities, and accounting records. At the Seller's request, the parties involved in any such audit shall enter into a confidentiality agreement reasonably

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acceptable to parties, regarding the findings of the audit. The right to audit may take place at any reasonable time or times during or after an Agreement term.

23.3 If in the Buyer's opinion the Seller is not meeting the requirements and expectations set out in this Code, the Buyer will offer guidance specifying which issues need to be corrected or improved. The Seller must then take corrective actions promptly as advised by the Buyer. Notwithstanding the above, the Buyer reserves the right to cancel any outstanding orders, suspend any future orders or terminate any contractual relationship, including but not limited to any agreement with the Seller in case in the Buyer's good faith opinion the Seller is not meeting the requirements and expectations set out in this Code.

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**SUPPLIER CODE OF CONDUCT****1. Introduction**

1.1 Neste's vision is to create responsible choices every day. In addition to providing responsible solutions to customers, our vision means that Neste always carries out its business with integrity and in line with ethical standards expressed in our Code of Conduct. Responsible sourcing plays a significant role in achieving the vision. Our commitments to responsible and ethical business depends not only on our own people but also upon forming relationships with business partners who share our commitments.

1.2 This Supplier Code of Conduct ("Code") outlines requirements for Neste's suppliers ("Supplier") to comply with in their business transactions with Neste and in business interactions with their own employees, suppliers and other stakeholders. Further guidance on how to interpret and implement the Code is provided in the Guide for Neste Suppliers.

1.3 In this Code, "Supplier" means any individual or legal entity which provides Neste with products, components, materials or services. The definition of "Supplier" also includes Supplier's own 1st tier suppliers, contractors and other business partners participating in the delivery of products, components, materials or services to Neste.

1.4 The Supplier shall ensure that its own 1st tier suppliers, contractors and other business partners participating in the delivery of products, components, materials and services to Neste comply with the minimum requirements set out in this Code, and that this Code is communicated by the Supplier to them.

1.5 This Code can be amended from time to time. The most recent version of the Code is available on Neste's website at <https://www.neste.com/corporate-info/sustainability/managing-sustainability/policies-and-principles/neste-supplier-code-of-conduct>

**2. Compliance with laws and regulations**

The Supplier shall comply with all laws and regulations applicable to its operations. Should a requirement of this Code contradict national laws or regulations the Supplier shall comply with whichever is more stringent.

**3. Business conduct****3.1 Zero tolerance for corruption**

Neste expects its Suppliers to have zero tolerance towards bribery and corruption. Neste requires that the Supplier shall have standards and procedures in place to ensure that its directors, employees and third parties acting on its behalf do not offer, promise, give or accept any bribes, or make or accept improper payments (such as facilitation payments or kickbacks) to obtain new business, retain existing business, or secure any other improper advantage. The Supplier shall not provide Neste employees with any gifts or hospitality in any situation in which said gifts or hospitality might influence, or appear to influence, employee's decision in relation to the Supplier.

**3.2 Competing fairly**

The Supplier shall compete in a fair manner in compliance with all applicable antitrust laws and regulations, and shall have standards and procedures in place to ensure that its directors and employees do not engage in any anti-competitive practices.

**3.3 Compliance with anti-money laundering and privacy rules and trade sanctions**

The Supplier shall comply with all applicable laws and regulations on anti-money laundering and privacy and on all applicable economic and trade sanctions.

**3.4 Avoiding conflicts of interests**

The Supplier shall avoid any situations where a conflict of interest between the Supplier and Neste exists including interactions with a Neste employee that could create a conflict of interest with Neste employee's duty to act in the best interest of Neste. The Supplier shall disclose to Neste any potential or existing conflict of interest situation in its relationship with Neste.

**4. Human and labour rights**

Neste respects the rights enshrined in the Universal Declaration of Human Rights and the fundamental rights in the eight core conventions of the International Labor Organization which form the basis for Neste's Human Rights Commitment. The Suppliers are expected to respect the same rights and, at a minimum, the Supplier shall:

4.1 adhere to applicable laws regarding working hours, minimum wages, overtime, sufficient breaks and rest time, sick leave and annual holidays, as well as parental leave and mandatory benefits (e.g. social security), and have appropriate records of these in place;

4.2. ensure that all employees are made aware of the key terms of their employment prior to commitment to work;

4.3 not employ any workers younger than 15 years of age, protect workers of ages 15 - 17 from work which, by its nature or the circumstances in which it is carried out, is likely to harm their health, safety or morals, and establish systems to ensure fulfilment of and follow-up on these requirements;

4.4 not use any compulsory or forced labor, and ensure that recruitment fees and associated costs are not borne by workers;

4.5 provide equal opportunity and treatment in employment, without regard to race, color, religion, sex, political opinion, national extraction, social origin or any other similar distinction which is not based on the inherent requirements of the work;

4.6. not tolerate any type of harassment of its employees whether direct or indirect, physical or verbal; and

4.7 recognise and respect employees' right to organize freely and bargain collectively.

**5. Occupational health, safety and security**

The Supplier shall provide its employees with a healthy, safe and secure workplace in compliance with all laws and regulations applicable to its operations. At a minimum, the Supplier shall:

5.1 comply with Neste's Life Saving Rules when working at Neste premises, available at [www.neste.com/corporate-info/sustainability/safety](http://www.neste.com/corporate-info/sustainability/safety)

5.2 comply with health and safety requirements if, and to the extent, separately agreed with Neste;

5.3 ensure that appropriate health and safety information and equipment are provided to its employees and contractors; and

5.4 provide employees and contractors with drinking water, clean toilets, adequate ventilation, emergency exits, proper lighting and access to first aid supplies or other provision for emergency care.

**6. Environmental impact and climate change**

The Supplier shall support a precautionary approach to environmental challenges and undertake initiatives to promote greater environmental responsibility. The Supplier is encouraged to establish and implement procedures to minimize any adverse impact of its operations on the environment and to demonstrate continuous improvements therein. At a minimum, the Supplier shall, in its operation:

6.1 fulfil applicable environmental requirements set forth in relevant laws, regulations and environmental permits in the jurisdiction where the Supplier operates;

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6.2 monitor, control and appropriately treat wastewater, air emissions and waste generated from its operations including, without limitation, the treatment of hazardous waste, in compliance with applicable legislation and process manufacturer's instructions; and

6.3 consider the climate impact of its operations and undertake greenhouse gas reduction measures where reasonable.

**7. Reporting**

7.1 The Supplier shall report any non-compliance with this Code to Neste Chief Compliance Officer, P.O. Box 95, 00095 NESTE, Finland.

7.2 Neste's business partners and other stakeholders may report suspected violations (anonymously and confidentially) by using Neste Ethics Online at: [www.speakupfeedback.eu/web/c3ubru](http://www.speakupfeedback.eu/web/c3ubru)