

GENERAL PURCHASING CONDITIONS FOR AEROSPACE PRODUCTS AND SERVICES (December 2025)

1. GENERAL

These General Purchasing Conditions shall apply to purchase orders (hereinafter "Purchase Order") of Patria Aviation Oy, Patria Aerostructures Oy and Patricomp Oy (the relevant purchasing Patria company hereinafter "Patria") for aerospace materials and services.

2. THE CONTRACT – ENTIRE AGREEMENT

- 2.1. The Purchase Order together with these General Purchasing Conditions and other accompanying documents, if any, forms the contract between Patria and the company or person, (hereinafter "the Supplier") concerning the delivery of the Products and/or Services specified in the Purchase Order (hereinafter "the Contract").
- 2.2. Unless otherwise agreed in writing, no other terms of agreement shall be applied. Any changes to these General Purchasing Conditions shall be agreed upon in writing between Patria and the Supplier.
- 2.3. The following documents constitute parts of the Contract and shall prevail in the following order:
 - a) Purchase Order;
 - b) Additional terms and annexes, if any;
 - c) These General Purchasing Conditions.
- 2.4. The Supplier shall be responsible for ensuring that its personnel are fully aware of requirements of these terms and conditions (e.g. quality, safety and airworthiness, ethical rules etc.).

3. DEFINITIONS

Customer means public or private entities (prime contractors) who have concluded an agreement with Patria on the acquisition of the Products and Services.

Day means a calendar day.

Delivery Date means the date when a delivery shall take place at the latest, as set out in the Purchase Order.

Documentation means the documents related to the Products or other deliverables to be delivered in the agreed form of media by the agreed Delivery Date.

End User means a state represented by its Ministry of Defense, Procurement Agency or Air Force as the case may be and/or related authorities and/or other end user(s).

Parties means Patria and the Supplier when they are both referred to.

Party means Patria or the Supplier when either of them is referred to.

Product means all goods and/or Services and/or Documentation the Supplier is obliged to deliver according to this Contract.

Services means maintenance, repair, and overhaul activities and all those similar services that are agreed to be provided by Supplier.

4. ACCEPTANCE OF THE PURCHASE ORDER

The Supplier shall send an order confirmation by email to Patria as soon as practically possible but not later than ten (10) Days from the receipt of the Purchase Order. After this period Purchase Orders shall be considered as confirmed and shall become effective. The Parties undertake to arrange such routines that major holiday periods do not conflict with the certainty of delivery.

5. DELIVERY AND DELAYS

- 5.1. Delivery on time is of the essence of this Contract and failure to meet the Delivery Date shall constitute a breach of contract. In case the Supplier has a reason to suspect that the delivery will be delayed, it shall notify Patria in writing of the foregoing without delay.
- 5.2. The Supplier shall deliver all Products free carrier, DAP (INCOTERMS 2020), unless otherwise specified in the Purchase Order. The Products shall be packed in accordance with Patria's requirements.
- 5.3. Title to the Products and risk of loss of or damage to the Products shall transfer to Patria in accordance with the agreed terms of delivery (INCOTERMS 2020).
- 5.4. If the Products are not delivered by the Delivery Date, Patria shall be entitled to liquidated damages from the date on which delivery should have taken place. The amount of liquidated damages shall be two percent (2 %) of the total price of the Purchase Order per each commencing week of delay. The liquidated damages shall not exceed twenty percent (20%) of the total price of the Purchase Order. If only a part of the Purchaser Order is delayed, it shall be compensated as if the whole Purchase Order was delayed.
- 5.5. Patria shall be entitled, at its own discretion, to collect liquidated damages by (i) requesting from the Supplier a credit note and a new invoice with a price reduced by the amount of liquidated damages or (ii) by submitting a specific payment demand and invoice to the Supplier.
- 5.6. In addition to liquidated damages, Patria is entitled to receive compensation from the Supplier for all damage resulting from the delay or failure to deliver, exceeding and in addition to the liquidated damages.
- 5.7. The Supplier shall be responsible for the actions, omissions, or negligence of any of its subcontractors and employees as if they were the actions, omissions or negligence of the Supplier itself. The Supplier represents that the subcontractors will be controlled and evaluated appropriately. Supplier shall not subcontract or change subcontractors of any major or strategic parts or a portion of the Product without Patria's written approval. Such approval however shall not be unreasonably withheld.

6. DELIVERY DOCUMENTS

- 6.1. A delivery note bearing Patria's Purchase Order Number shall be included in each shipment of Products dispatched by the Supplier, a separate delivery note being included for each separate Purchase Order covered by the shipment.
- 6.2. A Certificate of Conformity (in English or Finnish language) assuring that the Products fulfill the requirements stated in the Purchase Order or any documents referred to therein shall be included in each shipment of Products dispatched by the Supplier. The Certificate of Conformity shall be signed by an authorized representative of the Supplier. In case the Supplier is not the original manufacturer of the Product, a copy of the manufacturer's Certificate of Conformity shall be enclosed, as well.

7. DOCUMENTATION AND TRACEABILITY

- 7.1. The Supplier shall furnish Patria with appropriate Documentation in accordance with this Contract. The Supplier shall ensure that the Documentation provided under this Contract duly complies with the configuration of the Product and other deliverables, if any.
- 7.2. Documentation shall be delivered in excellent condition and quality, and it shall be reproducible. The Supplier shall be liable for any damages resulting from its mistakes or omissions in the Documentation. Patria's or the Customer's previous acceptance of the Documentation shall not discharge the Supplier from this liability.
- 7.3. The Supplier shall ensure that all Products delivered are traceable and documented down to the manufacturing data of the raw materials and the Services down to any special process data.
- 7.4. Part numbers, where applicable, shall always be quoted in correspondence, delivery notes, invoices and other documents related to a Purchase Order.
- 7.5. Documented information retained as evidence of conformity shall be stored systematically by the Supplier in a record file for twenty (20) years as a minimum. Documented information shall be available for review upon request any time during this period. No records shall be destroyed without the written approval from Patria even after the 20-year retention period.

8. PRICES AND INVOICING

- 8.1. The Supplier's prices, as indicated in the Purchase Order, are firm and fixed and shall not be subject to revision. Unless otherwise agreed, all prices are specified in EUR, excluding VAT.
- 8.2. The Supplier's invoice shall include all necessary information required by law. The Supplier shall send its invoice on the date of delivery at the earliest. The invoice shall indicate Patria's Purchase Order Number in respect of each shipment of the Products. A separate invoice shall be sent for each separate Purchase Order covered by the shipment.
- 8.3. The Supplier shall not invoice any additional charges for packing, boxing, fixing, crating, carrying, insurance, other taxes, labor or for any other item whatsoever.

9. TERMS OF PAYMENT

- 9.1. Patria performs payment no later than 60 Days after the date of the invoice. Payment shall be deemed to be made by Patria upon dispatch of the relevant bank transfer(s).
- 9.2. Patria shall be entitled to withhold any payment by reason of any default of the Supplier, non-conformity of the Products or Services, or breach of the Contract by the Supplier. In case of withholding payment, Patria will furnish the Supplier with a statement, including description of the default or breach, and the Supplier shall provide Patria with a credit invoice.

10. QUALITY MANAGEMENT SYSTEM REQUIREMENTS

- 10.1. The Supplier shall maintain an effective Quality Management System to ensure that the delivered Products fulfil all agreed requirements.
- 10.2. When applicable, the supplier shall consider the safety management element requirements according to Regulation (EU) No 748/2012, 21.A.139 (c) (3). The Supplier shall establish, implement and maintain a safety risk management process to identify safety hazards entailed by its aviation activities, evaluate them and manage associated risks, including taking actions to mitigate the risks and verify their effectiveness.

- 10.3. The Supplier shall ensure that all relevant personnel are made aware of:
 - (a) their contribution to conformity of the product and/or service;
 - (b) their contribution to product safety; and
 - (c) the importance of ethical behavior in all business activities.
- 10.4. The Supplier shall ensure that all applicable requirements, including customer-specific requirements, are flowed down to and complied with by all external providers involved in the supply chain.

11. RIGHT TO AUDIT

- 11.1. Upon Patria's request, the Supplier undertakes to disclose to Patria information concerning the Supplier's activities. Patria, or a third party authorized by Patria, shall have the right to audit the Supplier's modes of operation, facilities and information security to the extent related to the Purchase Order. Patria shall inform the Supplier of such an audit at least two (2) weeks in advance.
- 11.2. Without prejudice to the generality of the foregoing, Patria, its Customers, and/or the relevant Airworthiness Authorities and Military Authorities ("Authorities") shall be entitled to perform audits of the Supplier's processes to verify that the quality procedures, deemed necessary by Patria, its Customers, or the relevant Authorities, for the manufacturing of the Products or performance of the Services, being the subject of the Purchase Order, are in place and complied with. In these audits the Supplier shall be obliged to present the auditors the necessary data/records for the above verification, with the exception of data/records, which include confidential data of Patria's competitors.

12. ACCEPTANCE, INSPECTION AND REJECTION OF THE PRODUCTS OR SERVICES

- 12.1. The Parties acknowledge, that the Supplier's manufacturing process including the Supplier's quality management systems replace the usual acceptance inspection at Patria. The Supplier shall maintain appropriate and adequate inspections during the manufacturing process. The inspection and test results shall be recorded by the Supplier. Upon Patria's request, the Supplier shall send a copy of these records without delay.
- 12.2. At Patria's option, all Products and Services may be inspected by Patria, its Customers or the relevant Authorities on and/or after delivery or performance. Any Product which is rejected on any such inspection shall not be chargeable.

13. CORRECTIVE ACTIONS

- 13.1. If a received Product is non-conforming, incomplete or otherwise incorrect (hereinafter "non-conforming"), Patria shall promptly notify the Supplier of such non-conformity. The Supplier shall promptly investigate the cause for the non-conformity and propose corrective actions within fourteen (14) Days to eliminate the nonconformity, defect, or other undesirable situation and to prevent its recurrence.
- 13.2. The Supplier shall immediately perform all required actions to correct the non-conformity. In addition, the Supplier shall do its utmost to avoid causing delays in delivery. At Patria's option, Patria may keep the non-conforming Products and carry out improvements or modifications as Patria may deem necessary. The necessary improvements and corrections and costs are to be agreed with the Supplier.
- 13.3. The Supplier's corrective actions may include, but shall not be limited to, the following:

- a) The Supplier shall deliver a new Product to Patria and Patria returns the non-conforming Product to the Supplier at the Supplier's expense and risk;
- b) The Supplier shall deliver missing parts of the delivery to Patria;
- c) The Supplier inspects the Product and repairs the Product at Patria's location or at the Supplier's facilities.

14. NON-CONFORMITIES

- 14.1. The Supplier shall notify Patria prior to delivery of any non-conformity in the manufactured Product or provided Service against the Product or Service specification. The Supplier shall not deliver such non-conforming Product or Service, except in case Patria has given specific written permission thereof in advance.
- 14.2. If the Supplier, after the delivery detects a non-conformity that may affect the airworthiness of the supplied Product or Service, the Supplier shall notify the non-conformity to Patria immediately (within 24 hours after detection).

15. CHANGES AND OBSOLESCENCE

- 15.1. If the Supplier plans to introduce any change to the ordered Product or Service compared to the agreed Product or Service specification, this shall be notified to Patria in writing prior to implementation. The Supplier shall notify Patria about any changes to processes, Products or Services, including changes of their external providers or location of manufacture, and obtain Patria's approval.
- 15.2. If a risk of obsolescence or discontinuance of the Product is foreseen, the Supplier shall inform Patria in writing. In such a case Patria has the right to place the "Last Time Buy" -order to cover Patria's and the Customer's needs until the new Product is qualified.
- 15.3. Patria may propose technical changes, by Engineering Change Proposals (ECP). These changes shall be agreed in writing and implemented into the Contract documents.
- 15.4. Patria may modify a Purchase Order at any time under this Contract requesting changes in Delivery Dates and / or quantities. In case the modification request is made [...] Days before the Delivery Date, the modification shall be accepted by both Parties.
- 15.5. Patria may terminate a Purchase Order at any time. In this case the Parties shall agree on a reasonable compensation to the Supplier for Products being in process of manufacture.

16. COUNTERFEIT

- 16.1. The Supplier declares to fulfil requirements of AS6174 (Counterfeit Materiel) and that Products delivered and all the components used therein are authentic and original. If there is reason to suspect that some components are unapproved, fraudulent, counterfeit, non-compliant with requirements or if the origin of components cannot be determined, such components must not be included in the shipment of Products.
- 16.2. If the Supplier after delivery detects a suspect or fraudulent material the Supplier shall notify Patria immediately (within 24 hours after detection).

17. PERFORMANCE AND COMPLIANCE WITH REQUIREMENTS

The Supplier shall perform the Contract in every respect in accordance with Patria's instructions. All Products and Services shall in every respect conform to the sample (where a sample has been given) and be in conformity with the description and specification stated and not fall short of the standard of previously approved supplies and Services (if any) and shall in any event be in every respect fit for the purpose for which they are required and as indicated by their description and specification and shall be fit for use worldwide

(or, otherwise, for use in such territory or territories as may be agreed specifically in writing by Patria). If the Supplier shall delay the delivery of the Products and/or Services or in any other way fail to perform the Contract, Patria shall have the right, without prejudice to any other remedies available to it, to cancel or modify any Purchase Order or part of it. In addition, Patria shall be entitled to make any arrangements for the performance of the Contract as Patria considers reasonable and claim compensation from the Supplier.

18. FORCE MAJEURE

- 18.1. The following circumstances shall be deemed to constitute Force Majeure events and the grounds for discharge from the obligations of this Contract if they are beyond the control of the affected Party, occur after the Contract has been entered into and due performance of the Contract is thereby prevented and may not have been taken into account at the time of entering into the Contract and whose consequences could not have been reasonably avoided or prevented.
- 18.2. Subject to the conditions set forth in clause 18.1, Force Majeure events may include, for example, general labor conflict, fire, war, natural catastrophe, an import or export ban, mobilization or unforeseen military call-up of corresponding extent, requisition, seizure, insurrection, riot, general shortage of qualified labor, general scarcity of means of transport, general shortage of goods, or general and enduring restrictions on the supply of motive power. Force Majeure event on the side of a Party's subcontractor shall constitute discharge from the obligations of this Contract only if substitutive subcontractor or other replacing solution cannot be utilized without unreasonable costs or unreasonable waste of time. In the event of Force Majeure, the Party concerned shall notify the other Party in writing without undue delay. The notification shall include the beginning of the events and the expected duration thereof. Furthermore, the Party concerned shall use its best efforts to take all and every step reasonable to rectify the consequences of the Force Majeure event.
- 18.3. The contractual obligations delayed by Force Majeure shall be fulfilled by the invoking Party as soon as practicably and reasonably possible after the Force Majeure event has terminated.
- 18.4. If the Force Majeure event at the Supplier's side is foreseen to last for a period longer than three (3) months, Patria shall have the right to terminate this Contract and/or any Purchase Order with immediate effect. In such an event Patria shall pay to the Supplier the price of the Products and/or Services delivered and accepted at the date of termination.

19. LIABILITY FOR DEFECTS OR BREACH OF CONTRACT

- 19.1. Unless otherwise provided in this clause 19, each Party shall be liable for loss or damage to its own property or injury to any of its own employees or other persons for whom the Party is responsible. However, if the loss, damage, or injury was caused by negligence on the part of the other Party, its employees, or other persons for whom the other Party is responsible, said other Party shall be liable for such loss, damage, or injury.
- 19.2. A Party being liable shall indemnify and hold the other Party harmless in respect of all costs and damages which the latter Party may incur as a consequence of any claim or legal proceedings. The liable Party shall be entitled and obliged in accordance with applicable law to participate in legal proceedings and settlement negotiations regarding such claim.
- 19.3. The Supplier shall indemnify and hold Patria harmless from and against any and all losses, liability, claims, and expenses arising or resulting from any breach by the Supplier of its obligations or warranties undertaken by this Contract.
- 19.4. If a claim for damages pursuant to this clause 19 is made by a third party against either of the Parties, said Party shall immediately so notify the other Party in writing.

- 19.5. The Supplier shall cover its product liability related to this Contract through an insurance, which shall be obtained and maintained at Supplier's own expense. The insurance shall be obtained from a reputable insurance company and the said insurance shall be maintained at least twenty-four (24) calendar months after the expiration of this Contract.
- 19.6. The Supplier is liable to obtain and maintain at its own expense a third-party liability insurance covering the risks related to this Contract. The insurance must be obtained from a reputable insurance company and the said insurance must be maintained at least twenty-four (24) calendar months after the expiration of this Contract.
- 19.7. If the Supplier is responsible for the shipment of the Product, the Supplier shall also have and maintain at its own expense a transport insurance covering the risks related to the shipments. The insurance must be obtained from a reputable insurance company and the said insurance must be maintained at least twenty-four (24) calendar months after the expiration of this Contract.
- 19.8. The requirements for a cyber insurance, as well as its limit, shall be agreed separately between the Parties, if applicable.
- 19.9. Upon Patria's request the Supplier shall provide a copy of its insurance certificates.
- 19.10. Should Patria receive possible claims concerning damages covered by either of the insurances then Patria will notify the Supplier as soon as possible. Patria is not entitled to pay any indemnities based on above mentioned claims without the Supplier's prior written approval.
- 19.11. The Supplier shall compensate Patria for damages suffered in connection with claims brought against Patria by third parties related to uninsured or otherwise uncovered acts or omissions of the Supplier.

20. WARRANTY

- 20.1. The Supplier guarantees that the Products are free from defects, in compliance with the requirements and fit for the purpose for which they are normally used and for Patria's use of which the Supplier is aware. Furthermore, the Supplier confirms that the Product conforms to all applicable legislation and other regulations in force at the time of delivery. The Supplier agrees to repair or replace any Product in breach of these terms at its own cost within the warranty period of the Product if Patria so requests.
- 20.2. The Supplier's warranty shall end 24 months from the date when the Product is installed, implemented, and delivered to the Customer, however at the latest within 36 months of the accepted delivery of the Product. The warranty period for a repaired or replaced component shall end 24 months from the accepted delivery of the repaired Product. With respect to other product components, the warranty period shall be extended for a period corresponding to the time during which the Product was out of use because of the defect.
- 20.3. The Supplier shall remedy any defects without undue delay and at its own cost. Such repairs shall be carried out at the place where the Product is located unless Patria deems it appropriate that the defective Product or its component be returned to the Supplier for repair or replacement. The Supplier has the right to replace the Product with a new one if it so desires.
- 20.4. The Supplier shall bear any costs that Patria incurs for the disconnection and reassembly of the Product. Transportation of the Product or its components to and from the Supplier shall be at the risk and expense of the Supplier. Patria shall follow the Supplier's instructions regarding transport and packaging required for delivery.
- 20.5. Patria may notify the Supplier in writing of a time period during which the Supplier shall remedy the defect. If the Supplier fails to fulfil its obligations within the stipulated time period, Patria is entitled to undertake or employ a third party to undertake the necessary remedial work at the Supplier's expense. Patria shall have this right, even without notifying the Supplier of a time

- period, if it is clear from the outset that the Supplier will be unable to perform its contractual obligations.
- 20.6. If the defect has not been remedied,
- a) Patria is entitled to a reduction in the purchase price in proportion to the reduced value of the Product, or
 - b) where the defect is regarded as substantial, Patria is entitled to terminate the Purchase Order. Patria is also entitled to full compensation for the damage caused by the defect.
- 20.7. The Supplier's warranty shall not limit the Supplier's statutory liability for defects. The Supplier is liable for all direct and indirect damage which Patria may incur due to any defects discovered in the Product.
- 20.8. The Supplier is not liable for any defects due to materials or design, which are provided by Patria.
- 20.9. The Supplier is liable for any defect or delay caused by its subcontractors as it would be for any such defects or delays caused by the Supplier itself.

21. SPECIAL TOOLING

- 21.1. All tools, jigs, dies, fixtures, molds, patterns, plant and/or equipment (hereinafter "tooling") which is supplied or paid in full by Patria under the terms of the Contract shall remain the property of Patria and shall be delivered to Patria on request.
- 21.2. Where Patria is liable to contribute less than the whole cost of any tooling used in the fulfilment of the Contract it shall be the property of the Supplier subject of the right of Patria at any time to acquire title to the tooling by giving to the Supplier written notice to this effect. The Supplier will at the request and cost of Patria immediately deliver the tooling to Patria at Patria's expense and title to the tooling shall pass to Patria upon such delivery and Patria shall pay the supplier within sixty (60) Days such amount as will bring the total amount paid by Patria up to the full cost of such tooling to the Supplier provided that if a liquidator or a receiver is appointed by or in respect of the Supplier, the title to such tooling shall pass to Patria immediately prior to the appointment of the liquidator or receiver and Patria shall have the right to pay such liquidator or receiver for the balance outstanding on such tooling upon the same terms as provided above.
- 21.3. The Supplier shall during the term of the Contract at the Supplier's expense maintain all tooling (referred to in the previous clauses) in excellent condition subject to fair wear and tear and immediately replace such items which are lost or destroyed. The Supplier shall adequately insure all such tooling against loss, damage, or destruction and none of the tooling shall be removed from the Supplier's premises or disposed or be given as a security for any mortgage, debt, or similar charge by the Supplier without the prior written approval of Patria. The Supplier shall maintain a list of tooling subject to these conditions and shall ensure that the tooling is always readily identifiable.
- 21.4. No such tooling as is mentioned in this clause shall be used in the production, manufacture or design of any other goods or material than those ordered by Patria.
- 21.5. The Supplier assumes entire responsibility for designs, building and installing any such tooling as referred to in this clause and the Supplier will ensure that the said tooling will be fit for the purpose for which it is required, and comply with the performance requirements and specifications of Patria. Plans and designs of the said tooling shall be submitted to Patria before manufacture, but such submission will not relieve the Supplier of its responsibilities hereunder.

22. REVIEWS AND PROGRESS REPORT

On Patria's request the Parties shall arrange meetings to discuss the progress of the Supplier's work under this Contract. In addition, on Patria's request, the Supplier shall submit to Patria a progress and quality report on production and delivery status.

23. INTELLECTUAL PROPERTY RIGHTS

- 23.1. All Intellectual Property Rights that are related to Patria's own products (i) owned or controlled by Patria prior to the conclusion of this Contract, or (ii) generated or acquired by Patria at any time independently from the performance of this Contract, or (iii) licensed to Patria by third parties, shall be and remain Patria's Intellectual Property Rights.
- 23.2. All Intellectual Property Rights that are related to the Products and (i) owned or controlled by the Supplier prior to this Contract entering into force, or (ii) generated or acquired by the Supplier at any time independently from the performance of this Contract, or (iii) licensed to the Supplier by third parties, shall be and remain the Supplier's Intellectual Property Rights.
- 23.3. The Supplier warrants that Products and parts of Products not of Patria design do not infringe any patent, trademark, registered design or any other like protection or the provisions of any statutory instrument or regulation for the time being in force in any country.
- 23.4. Intellectual Property Rights that may be generated during performance of this Contract shall be agreed separately.
- 23.5. Subject to the terms of any specific agreement reached with the Supplier, the Supplier agrees that if under this Contract any development work is made, either by the Supplier or jointly with Patria, regardless of whether or not such development work is capable of forming the subject of a patent or registered design or any similar industrial property right, the Supplier shall advise Patria forthwith and Patria shall have the option either to make such application as it sees fit in its name and at its expense for any industrial property right or to require the Supplier to take the necessary action at its expense and to grant Patria license to such industrial property right. The provisions of this subclause, unless otherwise agreed, do not relate to proprietary or industrial standard items.
- 23.6. When the Product includes and is sold together with software that belongs to the functionality of the Product (embedded software) and the rights of such embedded software will not be transferred to Patria in full, the Supplier shall grant and/or shall arrange with any right holders to grant for Patria an irrevocable, perpetual, and worldwide license to ensure proper use of the Product. The embedded software as being a part of the Product, shall, in all respect, be treated under the terms of this Contract.

24. INFRINGEMENTS

- 24.1. The Supplier warrants that the free use by Patria and sale onwards to Patria's Customers of Products that are designed and developed by the Supplier and in respect of which proprietary rights are vested in the Supplier are not impeded or limited by any third party.
- 24.2. The Supplier undertakes not to enter into any contractual relationship with third parties by which it may impede or limit Patria's free use of the Products.
- 24.3. The Supplier shall indemnify and hold Patria harmless against all claims of IPR infringements made by third parties, provided that Patria;
 - a) without undue delay informs the Supplier in writing of any claim made by reason of alleged infringement and refrains from taking action on account of such claims without having informed and obtained instructions from the Supplier;
 - b) without undue delay informs the Supplier in writing if legal action is taken on account of such claim; and

- c) does not admit liability in respect of, or compromise to settle, the matter without the prior written consent of the Supplier which should not be unreasonably withheld or delayed.
- 24.4. However, if the Supplier fails to act adequately against such claims or take prompt actions that are required by law or by a competent authority or otherwise necessary, Patria shall have the right to take appropriate legal action and shall be indemnified by the Supplier for any and all costs and expenses in so doing.
- 24.5. In addition to this indemnification, the Supplier shall:
- a) modify the Products so that they become non-infringing but still fulfil the required technical specifications; or
 - b) replace the Products with non-infringing functional equivalents; or
 - c) obtain for Patria the right to use the Products at the Supplier's sole expense.

25. SALES TO THIRD PARTIES

Supplier is not allowed to sell, market, integrate, lease, or otherwise assign the Product or any part of it that is designed especially for Patria to any third parties without Patria's consent given in writing. Sale of the Product is not allowed even in case when it is part of another product. In this case, the Supplier undertakes to refer all inquiries of the Product to Patria.

26. TERMINATION

- 26.1. Patria shall have the right to terminate the Contract and/or any Purchase Order with the Supplier with immediate effect, by a written notice of termination and without any compensation to the Supplier if:
- a) the Supplier fails to remedy any breach of the Contract within thirty (30) Days of written request from Patria specifying the nature of the breach and requiring its remedy;
 - b) the Supplier is subject to a resolution, or any court order constituting, that the Supplier shall be wound up or if a trustee in bankruptcy, liquidator, receiver, or manager on behalf of a creditor shall be appointed or if circumstances shall arise which would entitle the court or a creditor to issue a winding up order;
 - c) any of the deliveries hereunder is delayed by more than ten (10) weeks and such delay is not caused by Patria or Force Majeure;
 - d) Patria has a good reason to suppose that a breach of contract conferring entitlement to termination for cause will take place in respect of future deliveries; or
 - e) the Supplier is in breach of clause 29 (Supplier's Declaration) or clause 30 (Trade Sanctions).
- 26.2. In case Patria terminates the Contract under this clause, then, Patria may, upon competitive terms and conditions procure from other suppliers similar products and/or services and have the contract performed by a third party and the Supplier shall be liable to compensate Patria for any additional costs incurred. To accomplish an orderly transition to Patria's new source, the Supplier agrees to provide Patria with technical assistance free of charge.
- 26.3. The Supplier shall compensate Patria for all damages, losses and costs incurred to Patria due to the termination.

27. TERMINATION OF CUSTOMER'S ORDERS

- 27.1. Patria has the right to terminate this Contract and/or any Purchase Order at any time for any reason by submitting to the Supplier a written notice of termination provided that the Customer

- has terminated its agreement with Patria. The Supplier shall as soon as possible but not later than fourteen (14) Days after receipt of such notice stop all terminated work.
- 27.2. Upon such termination, Patria undertakes to provide as compensation to the Supplier the price of the Products delivered and accepted at the date of termination together with such reasonable amount as may be mutually agreed for work in progress.
 - 27.3. All tools, documents and other property of Patria shall be delivered to Patria without undue delay and extra costs.
 - 27.4. The Supplier shall use its best efforts to minimize the expenses, prevent damage, and cancel or reduce its commitments related to termination under this clause.
 - 27.5. Patria's liabilities for termination hereunder shall, however, not exceed the total price of the terminated Purchase Order(s).

28. IMPORT AND EXPORT LICENSES

- 28.1. The Supplier shall obtain and maintain all necessary import and export licenses, if any, irrespective of the agreed delivery terms.
- 28.2. For avoidance of any doubt, the Supplier shall obtain and maintain import and export licenses necessary for delivery to Finland and to the respective countries of Patria's Customers.
- 28.3. The Supplier shall notify Patria in case any End User Certificate or any other document is required to obtain the import / export license including appropriate and pre-completed document templates. Patria undertakes to provide support to the Supplier regarding the obtainment of End User Certificate.

29. SUPPLIER'S DECLARATION

- 29.1. The Supplier agrees to abide by sound business practices and legislation, regulations, and other stipulations applicable to the delivery, and to otherwise act in line with acceptable ethical practices. These include competition legislation, such as the ban on acquiring confidential information from third parties through inappropriate means and the ban on the illegal use or assignment of third-party confidential information, and legislation related to the company's operations, such as legislation related to administration, product security and liability, chemicals, occupational health and security, labor, environment, human rights, privacy, and equal opportunities.
- 29.2. The Supplier shall not engage in unethical behaviour, such as giving, proposing or receiving bribes, nor participate, contribute, or accept any activity related to bribes or corruption. The Supplier represents and warrants that everyone involved in the performance of this Contract undertakes to comply with statutory provisions of Finnish law and the OECD Convention for Combating the Bribery of Foreign Public Officials in International Business Transactions and any other relevant international provisions concerning the prohibition of corrupt practices. In addition, the Supplier undertakes to comply with the provisions set out in Patria's Supplier Code of Conduct, as in force from time to time and available on Patria's internet pages. The Supplier commits to ensuring that their own subcontractors and suppliers of goods and services follow the same principles.
- 29.3. The Supplier undertakes to inform Patria of all substantial changes in the Supplier's ownership structure.
- 29.4. The Supplier shall operate in a manner that actively protects the environment, conserves natural resources, and manages risks. The Supplier is expected to establish an environmental management system or a comparable system, including policies and procedures, the objective of which is to effectively manage the Supplier's environmental performance.

- 29.5. The Supplier undertakes to disclose to Patria, without undue delay, all information Patria may justifiably require to fulfil its statutory reporting obligations. Such reporting obligations may be, but are not limited to, obligations arising from the Corporate Sustainability Reporting Directive (EU 2022/2464) and its national implementing acts.
- 29.6. The Supplier warrants that the Supplier's operations and products meet the requirements of the data protection legislation valid at any given time, including built-in data protection by default. If the Supplier receives Patria-related personal data for processing, the Supplier undertakes to comply with all the rules referred to in Article 28 of the EU General Data Protection Regulation and to conclude a separate data protection agreement in this regard.
- 29.7. It is acknowledged that violation of general requirements of good business practice as specified in this clause constitutes a breach of this Contract and may result to termination with immediate effect and claim for damages under clause 26.

30. TRADE SANCTIONS

- 30.1. The Parties acknowledge that the Products may be subject to applicable present or future national or international export control and sanctions laws and regulations concerning import, export, or re-export of services, supplies and/or information. Each of the Parties agrees:
- a) to strictly comply with all such applicable export control and sanctions laws and regulations. The Parties warrant that they will not import, export, re-export, or otherwise provide either directly or indirectly, in part or in full, any services, supplies and/or information without complying with such applicable export control and sanctions laws and regulations as well as any related governmental instructions, licenses or requirements, including, without limitation, sanctions, embargoes and export controls such as those imposed by the US Treasury Department Office of Foreign Assets Control (OFAC), the US Department of State, the US Commerce Department, the EU and any EU member states (jointly "Sanctions and Export Control Laws");
 - b) to comply with the requirements of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine and Council Regulation (EC) No 765/2006 of 18 May 2006 concerning restrictive measures in view of the situation in Belarus and the involvement of Belarus in the Russian aggression against Ukraine, as amended from time to time, regardless of their presence or establishment within the jurisdiction of the European Union;
 - c) not directly or indirectly, sell, supply, transfer, export or re-export goods and technology supplied under or in connection to this Contract to any natural or legal person, entity or body in Russia or Belarus or for use in Russia or Belarus;
 - d) not transit via the territory of Russia or Belarus the aforementioned goods and technology. Any breach of subclauses (b) – (d) must be reported without undue delay to Patria Compliance Department for disclosure to the relevant EU authorities;
 - e) to make reasonable efforts to obtain any necessary licenses, approvals or authorizations from the relevant governmental authorities; and
 - f) to not take any action that could cause either Party to be in breach of or suffer any adverse consequences arising from any sanctions and export control laws, including, without limitation, making any item available for the benefit of a person subject to financial sanctions, such as those named on the OFAC list of Specially Designated Nationals and Blocked Persons, the EU Consolidated List of Financial Sanctions Targets or any similar list maintained by any EU member state, or any party owned or

- controlled by such a person or otherwise subject to sanctions (jointly “Sanctions Targets”) and/or not covered under appropriate licenses.
- 30.2. Patria shall have the right to suspend performance of its obligations under the Contract and the right to terminate the Contract with immediate effect and without any liability, if:
- a) in its reasonable judgement, circumstances exist that could result in breach of the undertaking in clause 29 (Supplier’s Declaration);
 - b) the Supplier becomes a Sanctions Target;
 - c) any bank refuses to process any payment under the Contract.
- 30.3. The Supplier shall indemnify Patria from any claims, damages, losses, costs, and expenses suffered or incurred by Patria resulting from i) the Supplier’s breach of the undertakings in clause 30.1 and ii) Patria’s suspension of its obligations or the termination of the Contract pursuant to the previous clause 30.2.

31. PRODUCT DATA

- 31.1. In the event that the Product is a Connected Product as defined in the regulation EU 2023/2854 (EU Data Act), Patria shall be regarded as the User. If, however, such Connected Product is annexed as a part of a product manufactured by Patria, Patria’s customer shall be regarded as the User.
- 31.2. The Supplier shall design and manufacture the Product so that the Product Data is directly available to the User in a format generally known and used. If the Product Data is not technically possible to be made directly available, the Product Data shall be shared with the User upon request without undue delay and with no additional charge or cost.
- 31.3. Patria and Patria’s customer shall have the right to use the Product Data for any lawful purpose. Patria can explicitly in writing request the Supplier to make the Product Data available directly to a third party in the same format as is available to Patria.
- 31.4. The Supplier is allowed to process and share the Product Data only for the purposes of the Purchase Order.
- 31.5. After termination of the Purchase Order, the Supplier shall return or destroy the Product Data according to Patria’s request.
- 31.6. Product Data Specification prepared by the Supplier shall be annexed to the Purchase Order. The Supplier undertakes to include in the Product Data Specification information regarding the Product Data and its nature and quantity, and other details as stipulated in the EU Data Act, and to provide Patria with the specification prior to entering into the Purchase Order.
- 31.7. The Parties can agree in writing about the use of the Product Data in more detail.

32. CONFIDENTIALITY

- 32.1. All Patria information and material provided to the Supplier regardless of their format or method of presentation or storage (“Confidential Information”) shall be treated as confidential and shall remain property of Patria, excluding Confidential information proven to have been public knowledge or information published by a third party without any breach of contract against the Parties.
- 32.2. The Supplier shall not use Patria’s Confidential Information for any purpose other than the fulfilment of this Contract. The Confidential Information shall not be copied, reproduced, or communicated to any third parties.
- 32.3. The Supplier shall destroy the Confidential Information (i) if so requested by Patria or (ii) in any event no later than when the information is no longer necessary for the fulfilment of this Contract. The Supplier shall dispose of the Confidential Information in accordance with the potential instructions separately given by Patria.

33. SECURITY

- 33.1. The Supplier shall notify Patria if the Supplier becomes aware of or suspects that any Confidential Information provided by Patria has been compromised or unlawfully accessed by a third party. The Supplier shall also report any other observations or changes having an effect on the security to Patria.
- 33.2. Patria requires from the Supplier to maintain an active and strong security culture. The Supplier shall identify and assess the risks, threats, and disruptions related to its own business operations as part of its business continuity management.
- 33.3. The Supplier is responsible to make sure that any member of its staff who may have a reason to visit Patria, Patria's industrial partners or Customer possesses the required security clearance or undertakes to participate in examinations to acquire such security clearance.
- 33.4. The Supplier shall, on Patria's request, provide Patria with information for applying the security clearance from the competent authorities.

34. GOVERNING LAW AND DISPUTE SETTLEMENT

- 34.1. This Contract shall be governed by and construed in accordance with the laws of Finland, without regard to its choice of law provisions.
- 34.2. Any dispute, controversy or claim arising out of or relating to this Contract, or the breach, termination, or validity thereof, which cannot be amicably settled between the Parties shall be finally settled by arbitration in accordance with the Arbitration rules of the Finland Chamber of Commerce. The language to be used in the arbitral proceedings shall be English. The arbitration proceeding shall take place in Helsinki, Finland.

35. CLAUSE HEADINGS

The clause headings are inserted for convenience only and do not affect the construction of these terms and conditions.

36. ASSIGNMENT

Neither Party shall assign or transfer the Contract in whole or in part to any third party without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. However, Patria shall have the right to assign the Contract to any of its affiliates in connection with an internal reorganization.