

# PATRIA'S GENERAL TERMS OF PRODUCT PURCHASING

Updated December 2025

## APPLICATION OF GENERAL TERMS OF PURCHASING

1. These General Terms of Product Purchasing shall apply to orders and order agreements (hereinafter "**Order**") pertaining to goods (hereinafter referred to as "**Product**") of Patria Oyj and all other companies belonging to the same Group (hereinafter "**Patria**" or "**Patria Company**"). Patria's contractual counterparty with respect to the Order shall be referred to as the "**Supplier**", and Patria and the Supplier may hereinafter be also referred to jointly as the "**Parties**" or each individually as a "**Party**". Unless otherwise agreed in writing, no other terms of agreement shall be applied to an Order. Any changes to these General Terms of Purchasing shall be agreed upon in writing between the Parties.

## PRODUCTS AND PRODUCT INFORMATION

2. All terms and information contained in the Parties' product documentation and price lists are binding solely to the extent that they are expressly referred to in the Order concluded on the basis of the order documents.
3. Patria shall be the sole owner of all intellectual property rights (including the right to modify and redistribute) to the Product insofar as the Product is based on (i) the specifications Patria has provided to the Supplier or (ii) product development the Supplier has carried out for Patria.
4. By the time of delivery at the latest, the Supplier shall provide, without separate compensation, the documents Patria needs for the assembly, implementation, use and maintenance of the Product.
5. The Supplier declares that the Product and all the components used therein are new and original. If there is reason to suspect that some components are unapproved, counterfeit, non-compliant with requirements or if the origin of components cannot be determined, such components must not be included in the Product.
6. The Supplier and the Supplier's Products shall comply with the requirements of REACH Regulation (EC No 1907/2006) and ROHS Directive (2011/65/EU) as well as other legislation restricting the utilization of chemicals. The Supplier takes care of his responsibilities regarding to substances subject to authorization (REACH directive Annex XIV) and to substances subject to restrictions (REACH directive Annex XVII).
7. The Supplier shall inform Patria if the Product or any of its part contains more than 0,1% by weight of substances which are in SVHC -list (<https://echa.europa.eu/fi/candidate-list-table>) and then the Supplier ensures that a SCIP-declaration has been made on the Product/part in question in accordance with Directive (EU) 2018/851.
8. If the Supplier becomes aware of a risk that the Product is about to become obsolete or that the manufacturing of the Product is about to be discontinued, the Supplier undertakes to notify Patria of this, and Patria is in this case entitled to make a last time buy to cover Patria's needs until Patria is reasonably able to start purchasing a replacement product.
9. If the Supplier discovers that there is reason to suspect that the Product delivered to Patria by the Supplier has a defect (e.g. a defective component or wrong material), the Supplier shall immediately notify Patria of its above-mentioned suspicion. This obligation shall remain in force also after the end of the warranty period.
10. The Supplier undertakes to comply with the supplier requirements provided to the Supplier by Patria.

## PRODUCT DATA

11. 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.
12. 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.

13. 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.
14. The Supplier is allowed to process and share the Product Data only for the purposes of the Order.
15. After termination of the Order, the Supplier shall return or destroy the Product Data according to Patria's request.
16. Product Data Specification prepared by the Supplier shall be annexed to the 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 Order.
17. The Parties can agree in writing about the use of the Product Data in more detail.

## PRODUCT INSPECTION

18. The Supplier shall inspect the Product prior to delivery to ensure that the Product is free of defects and complies with the terms of the Order. Unless otherwise agreed, the inspection shall be conducted with due care and attention in compliance with regulations and recommendations of the Supplier's industry. Patria and Patria's customer have the right to participate in the inspection if they so desire. The Supplier shall notify Patria well in advance of the time of inspection and related technical tests, if any. The Parties hereby agree that the Supplier's inspection is applied instead of the acceptance inspection by Patria.
19. The Supplier shall grant Patria and its customers access to the Supplier's production facilities and the right to inspect the Products and to audit the Supplier's production facilities, equipment and methods used to design, manufacture, produce, package, store and handle the Products. The Supplier shall take all actions necessary to remedy any deficiencies detected during the inspection. However, the Supplier alone shall be liable for the quality control of the Products.
20. The Supplier shall bear all the costs incurred due to acceptance tests. Patria is responsible for the costs of the Patria representatives participating in an acceptance test.
21. The Supplier shall bear all the costs incurred by Patria due to the rejection of a delivery, and Patria has the right to return all rejected Products to the Supplier at the Supplier's expense.

## TERM OF DELIVERY

22. Unless otherwise agreed, the term of delivery is DAP at the site of the appropriate Patria Company (Incoterms 2020). The designated place and time of delivery shall be defined in the Order.
23. The Products shall be packaged and marked in accordance with Patria's instructions and in a manner that protects the Products from damage during transportation.

## DELIVERY TIME AND DELAYED DELIVERY

24. The Supplier shall deliver the Product at the agreed time of delivery. In case the Supplier has a justifiable reason to suspect that the delivery will be delayed, it shall notify Patria in writing of the foregoing without delay.
25. If the delay in delivery is due to force majeure, the time of delivery shall be extended by a period regarded as reasonable.
26. If the Product is not delivered at the agreed time of delivery, Patria is entitled to claim liquidated damages from the date on which the delivery should have taken place. The amount of liquidated damages shall be 2.0% of the total price of the Order for each commencing week of delay. The liquidated damages shall not exceed 20% of the total price of the Order. The liquidated damages shall be paid when required

by Patria, and Patria has the right to deduct the liquidated damages from the Supplier's invoice.

27. In the event of a delay of more than 10 weeks, Patria is entitled, in addition to liquidated damages, to terminate the Order with immediate effect.
28. Patria has the right to terminate the Order with immediate effect already in advance, if circumstances clearly indicate that the Product delivery will be substantially delayed.
29. Should the Supplier's delivery be delayed, Patria is entitled, in addition to the liquidated damages, to receive compensation from the Supplier for all such damage exceeding the liquidated damages that result from the delay or the failure to deliver.
30. If Patria fails to accept the delivery of the Product at the agreed delivery time, Patria has the right to inform the Supplier of a later delivery time at which the Product can be accepted. In such a case, the Supplier shall arrange the storage of the Product at the risk and expense of Patria. Should Patria so require, the Supplier shall also insure the Product at Patria's expense.

#### TERMS OF PAYMENT

31. The Supplier is entitled to invoice Patria after the Product has been delivered. At Patria's request, the Supplier shall send such electronic invoices to Patria that are suitable for Patria's system. Upon having accepted the delivery, Patria shall pay the invoice. Payment is due 60 days net from the date of receiving the invoice.
32. Payment shall be deemed effected when Patria has issued a payment order to a financial institution.
33. In case of delayed payment, the Supplier is entitled to interest on overdue payments. The interest on overdue payments is as specified by the Finnish Interest Act in force at the time in question.
34. The price quoted in the Order includes packing, invoicing, delivery, office service expenses and other corresponding expenses, and the Supplier has no right to add any additional costs not specifically mentioned in the Order in conjunction with the delivery and invoicing under the Order.

#### TRANSFER OF TITLE AND RISK

35. Liability for risk to the Product ordered under the Order shall transfer to Patria in compliance with the agreed term of delivery. Title to the Product shall transfer to Patria in conjunction with the liability for risk.

#### WARRANTY AND LIABILITY FOR PRODUCT DEFECTS

36. 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.
37. The Supplier's warranty shall end 24 months from the Product's implementation, 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 as a result of the defect.
38. The Supplier shall remedy any defects without undue delay. 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.
39. The Supplier shall bear any costs that Patria incurs for the disconnection and re-assembly 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.

40. 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.

41. 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 Order.

Patria is also entitled to full compensation for the damage caused by the defect.

42. The warranty does not limit the Supplier's statutory liability for defects. The Supplier is liable for all direct and indirect damage to Patria due to any breach of the Order or due to defects discovered in the Product.
43. The Supplier is not liable for any defects due to the materials provided by Patria or a design provided by Patria.
44. 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.

#### LIABILITY FOR DAMAGE CAUSED BY THE PRODUCT

45. The Supplier is liable for all damage caused by the Product, when appropriately used, to Patria's or a third party's property, a Patria employee or a third party.
46. The Supplier is liable for ensuring that the Products it delivers do not infringe any third-party patent, copyright or other intellectual property rights. Should Patria be subject to any claims relating to a breach of third party's intellectual property rights, the Supplier shall be liable to answer such claims on Patria's behalf and at the Supplier's own expense. The Supplier is responsible for ensuring that intellectual property rights claims, or obligations related to the Product will not cause Patria any legal expenses, damages or other expenses to be paid to third parties or any other liabilities in relation to third parties.
47. Should the Parties or a legally valid judgement find that use of the Product infringes the intellectual property rights of a third party, the Supplier shall, at its own expense, procure Patria the right to continue using the Product in accordance with the Order. Alternatively, the Supplier shall deliver a replacement product, including installations, free of charge, or change the Product to such an extent that its use no longer infringes any third-party rights. If none of these options can be implemented, Patria has the right to cancel the Order. However, the Supplier is not liable to Patria and Patria has no right to cancel the Order, if the violation claim is solely due to abiding by written instructions or plans issued by Patria.

#### INSURANCES

48. The Supplier shall have and it shall maintain in force for the time of the Product's life cycle insurances that have an adequate limit considering the monetary value of the Order and that are customary for a prudent company operative in the Supplier's field of business.
49. Such insurances shall in all events include (i) general liability and (ii) product liability insurance and (iii) transport insurance when the Supplier is according to the conditions of the Order responsible for shipment of the Product. Requirements for (iv) cyber insurance as well as its limit shall be agreed separately when applicable.
50. The Supplier shall upon request provide Patria with certificate of such insurances and include Patria as beneficiary.

#### FORCE MAJEURE

51. Events of force majeure are events beyond the control of a Party which occur after entering into the Order, which were not reasonably foreseeable by the Party at the time of entering into the Order, and whose effects are not capable of being overcome without unreasonable expense and/or

unreasonable loss of time to the Party concerned. Such events may include, for example, war, rebellion, requisition or seizure by public authorities, an import or export ban, natural catastrophe, disruption of public transport or energy supply, industrial action, or fire. Neither Party shall be liable to the other Party for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of force majeure. The Party that cannot fulfil its contractual obligations due to an event of force majeure shall inform the other Party of the impediment forthwith in writing. Both Parties have the right to cancel the Order without liability for damages to the other Party, if a force majeure event delays the fulfilment of the Order for more than six (6) months.

52. Any force majeure event on the part of the Supplier's subcontractor will not exempt the Supplier from its contractual obligations if another subcontractor can be used without unreasonable cost or unreasonable waste of time.

## **CONFIDENTIALITY**

53. All information and material supplied by Patria to the Supplier regardless of their format or method of presentation or storage (hereinafter "Confidential Information") shall be confidential and the 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.
54. Without Patria's prior written consent, the Supplier has no right to use the Confidential Information it receives from Patria for any purpose other than that for which the Confidential Information was originally delivered. Without Patria's consent, Confidential Information may not be copied, reproduced, forwarded or communicated to any third parties.
55. The Supplier is required to destroy the Confidential Information disclosed by Patria to the Supplier (i) if so requested by Patria or (ii) in any event no later than when the information is no longer necessary in view of complying with the Order. The Supplier shall dispose of the Confidential Information in accordance with the potential instructions separately given by Patria.

## **SECURITY**

56. 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.
57. Patria requires from the Supplier to maintain an active and strong security culture.
58. The Supplier shall identify and assess the risks, threats, and disruptions related to its own business operations as part of its business continuity management.

## **ETHICAL CONDUCT AND SUSTAINABILITY**

59. 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, regulations on trade sanctions and legislation related to the company's operations, such as legislation related to administration, product security and liability, occupational health and security, labour, environment, human rights, privacy and equal opportunities.
60. 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. In addition, the Supplier shall, at a minimum, comply with corresponding principles as set out in Patria's Supplier Code of Conduct as in force from time to time and available in Patria's internet pages. The Supplier commits to ensuring that their own subcontractors and suppliers of goods and services follow the same principles.
61. The Supplier undertakes to inform Patria of all substantial changes in the Supplier's ownership structure.

62. 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.

63. 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.

64. In case the Supplier breaches any of these declarations Patria shall have the right to terminate the Order with immediate effect and claim compensation for damage caused.

## **ANTICIPATED NON-PERFORMANCE AND TERMINATION**

65. Notwithstanding other provisions in these General Terms of Product Purchasing, each Party is entitled to suspend the performance of its obligations under the agreement, when circumstances make it clear that the other Party will be unable to perform its obligations. The Party suspending its performance under the agreement shall forthwith notify the other Party thereof in writing.
66. Without prejudice to what is otherwise agreed in these General Terms of Product Purchasing with regard to the termination of the Order, the Order may be terminated with immediate effect by written notice from the terminating Party to the other Party in the event that (i) the other Party commits a material breach of this Agreement and fails to remedy such breach within thirty (30) days after having been given written notice in respect thereof or (ii) it is evident that the other Party cannot fulfil its obligations under the Order.

## **DISPUTES AND APPLICABLE LAW**

67. Procurements under these General Terms of Product Purchasing shall be governed by Finnish legislation, with the exception of its regulations pertaining to conflict of laws. Disputes that cannot be reconciled by negotiation between the Parties shall be settled by arbitration in accordance with the arbitration rules of the Finland Chamber of Commerce. The venue for the arbitration proceedings is Helsinki. Alternatively, Patria may also always bring action against the Supplier at the District Court of the domicile of the Patria Company concerned or the domicile of the Supplier.

## **OTHER TERMS AND CONDITIONS**

68. 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.
69. 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 Order. Patria shall inform the Supplier of such an audit at least two (2) weeks in advance.
70. Neither Party has the right to transfer the Order or any of its rights or obligations to a third party unless otherwise agreed in writing. However, Patria shall have the right to transfer the Order to another company belonging to the same group of companies.
71. The Supplier has no right to use Patria as a reference without Patria's consent.