

GENERAL TERMS AND CONDITIONS FOR MAINTENANCE AND SERVICES

Ginolis GTC-S 2026 — applicable to service quotations, service orders and service contracts for Ginolis automation systems

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Applies to	Ginolis Oy and its Affiliates (North America: Section 23)	Support	support@ginolis.com

These GTC apply to all maintenance, repair, support and other technical services provided by Ginolis for automation systems and equipment supplied by Ginolis. They are attached to and form part of every Ginolis Quotation, Order Confirmation and Service Contract that refers to them. Commercial content — service packages, Response Times, included visits and hours, and prices — is set out in the Quotation, the Service Contract and the Ginolis Price List, not in these GTC.

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1. SCOPE AND APPLICATION

- 1.1 **Application.** These General Terms and Conditions for Maintenance and Services (the “GTC”) apply to all Services offered, sold or performed by Ginolis to the Customer, whether under a Service Contract, a Quotation or a Service Order, and whether performed on-site, remotely or at Ginolis’ premises. The GTC form an integral part of every Quotation for automation systems in which they are referenced, and apply to any Services ordered for such systems after delivery.

1.2 **Exclusion of other terms.** The GTC exclusively govern the Contract. Any general terms of the Customer, including terms printed on or referenced in a purchase order, supplier portal, order acknowledgement or similar document, shall not apply, even if Ginolis does not expressly object to them or performs the Services without reservation.

1.3 Relationship to supply of the Equipment.

The supply of the Equipment itself is governed by the supply contract concluded for the Equipment, including the Ginolis Terms of Sale and the Ginolis Limited Warranty Terms referred to in it. Remedying of defects covered by the Ginolis Limited Warranty Terms is governed by those terms; however, the practical provisions of the GTC (in particular Sections 5, 6, 7, 13 and 15) apply to any on-site or remote work performed in connection with warranty. Spare Parts sold without installation are governed by the Ginolis Terms of Sale, except as expressly provided in Section 3.7.

- 1.4 **Order of precedence.** In the event of any conflict or inconsistency, the following order of precedence applies: (a) the Service Contract or other agreement signed by both Parties, but only to the extent it expressly deviates from the GTC; (b) the Order Confirmation or accepted Quotation; (c) the GTC; (d) the Price

List. The Ginolis Limited Warranty Terms prevail over the GTC with respect to defects in the Equipment that are covered by warranty.

- 1.5 Formation of Contract.** Quotations are valid for thirty (30) days from their date unless stated otherwise. A Contract is concluded when (a) both Parties sign a Service Contract, (b) Ginolis issues an Order Confirmation, or (c) Ginolis commences performance of a Service requested by the Customer, whichever occurs first. A Service Request submitted through the Ticketing System constitutes an order for the Services necessary to handle it at the prices in the Price List, unless a Service Contract provides otherwise.
- 1.6 Services without a Service Contract.** Where no Service Contract is in force, Ginolis provides Services on a time-and-material basis at the rates of the Price List, subject to the availability of its personnel and without Response Time commitments. Ginolis may condition the provision of such Services on the Customer's acceptance of the GTC, a purchase order and, where reasonably justified, advance payment.

2. DEFINITIONS

- 2.1** In the GTC, the following capitalised terms have the meanings set out below:

"Affiliate" means any entity that directly or indirectly controls, is controlled by or is under common control with a Party, where control means ownership of more than fifty per cent (50 %) of the voting rights.

"Application Support" means assistance relating to the Customer's process, products, materials, recipes, formats or requirements, including adaptation of process parameters, vision or inspection settings, and changes required by new or modified Customer products, components or materials, beyond the specification agreed at the time of the original delivery of the Equipment.

"Business Day" means a day other than a Saturday, Sunday or public holiday at the location of the Ginolis entity performing the Services.

"Confidential Information" has the meaning given in Section 14.1.

"Consumables" and **"Wear Parts"** mean parts and materials of the Equipment that, in normal use, are consumed, wear out or deteriorate and must be replaced periodically,

including without limitation dispensing tips, nozzles, needles, tubing, seals, filters, belts, grippers' contact surfaces, cutting blades, lamps, batteries and similar items, as further indicated in the Equipment documentation.

"Contract" means the agreement between Ginolis and the Customer for the provision of Services formed in accordance with Section 1.5, including the GTC.

"Corrective Maintenance" or **"Repair"** means the diagnosis and elimination of a malfunction, failure or breakdown of the Equipment.

"Customer" means the legal entity to which the Quotation is addressed or which orders the Services.

"Equipment" means the automation system, machine, production line, module or other equipment specified in the Contract as subject to the Services, including its Software.

"Fair Wear and Tear" means deterioration of the Equipment that naturally and inevitably results from normal use and ageing in accordance with the Equipment documentation, and excludes deterioration caused by misuse, neglect, accident or unusual physical, electrical, chemical or environmental stress.

"Field Service Report" means the written or electronic report issued by Ginolis documenting the Services performed, as described in Section 7.

"Ginolis" means Ginolis Oy (Ginolis Ltd), Business ID 2344452-8, Automaatitie 1, FI-90460 Oulunsalo, Finland, or, where so stated in the Quotation or Order Confirmation, the Ginolis Affiliate issuing it (including Ginolis Inc., in which case Section 23 applies).

"Gross Negligence" means an act or omission which implies either a failure to pay due regard to serious consequences which a conscientious supplier would normally foresee as likely to ensue, or a deliberate disregard of the consequences of such act or omission, and does not include ordinary negligence or lack of skill.

"Machine Data" has the meaning given in Section 13.1.

"Normal Working Hours" means 08:00 to 16:00 local time of the Ginolis entity performing the Services (for Ginolis Oy: Finnish time, EET/EEST) on Business Days, unless otherwise stated in the Contract.

“Order Confirmation” means Ginolis’ written confirmation of an order, including an e-mail or ticket confirmation.

“Party” means Ginolis or the Customer, and **“Parties”** means both of them.

“Preventive Maintenance” or **“PM”** means scheduled servicing of the Equipment according to the applicable Ginolis maintenance checklist with the aim of maintaining the functioning of the Equipment and detecting emerging defects.

“Price List” means the Ginolis service price list applicable to the Customer’s region, as communicated to the Customer in the Quotation, Service Contract or otherwise in writing and as updated from time to time in accordance with Section 8.6.

“Quotation” means Ginolis’ written offer for the Equipment and/or Services.

“Regulated Environment” means a manufacturing environment subject to medical device, in vitro diagnostic, pharmaceutical or other good manufacturing practice regulation, including ISO 13485, EU Regulations 2017/745 and 2017/746, and 21 CFR Part 820.

“Remote Support” means advice, troubleshooting and assistance provided through the Ticketing System, e-mail, telephone, video or secure remote access to the Equipment.

“Response Time” means the target time defined in Section 4.

“Services” means the services specified in the Contract, which may include Preventive Maintenance, Corrective Maintenance, Remote Support, field service, workshop repair, Software Updates, supply and installation of Spare Parts, training, Application Support, qualification support, relocation, upgrades, retrofits and other technical services related to the Equipment.

“Service Contract” means a Ginolis service agreement or service package for a fixed or renewable term signed by or accepted in writing by both Parties.

“Service Request” means a request for Services submitted by the Customer through the Ticketing System.

“Site” means the premises where the Equipment is installed as stated in the Contract.

“Software” means the control, application, vision, HMI and other software and firmware

supplied by Ginolis as part of or for the Equipment, including updates and customer-specific versions.

“Software Update” means a new release of standard Ginolis Software made generally available by Ginolis for the relevant Equipment type, including corrections (patches) and, at Ginolis’ discretion, improvements; it does not include new functionality separately priced by Ginolis, customer-specific development or third-party software licences.

“Spare Parts” means replacement parts for the Equipment, whether manufactured by Ginolis or by third parties.

“Ticketing System” means the Ginolis support portal and service e-mail address notified by Ginolis from time to time (currently <https://ginolis.freshdesk.com/support/home> and support@ginolis.com); e-mail sent to the service e-mail address automatically creates a ticket.

“In Writing” or **“Written”** means by document signed by both Parties, by letter, by e-mail or through the Ticketing System, including electronic signatures.

3. SERVICES

3.1 Scope. The Services, their content and any Service Package (such as annual Preventive Maintenance visits, included hours, Response Times, Spare Parts discounts or Software Updates) are specified in the Quotation or Service Contract. Anything not expressly included is outside the scope and will be charged in accordance with the Price List.

3.2 Standard of performance. Ginolis shall perform the Services with due care and skill, using suitably qualified and trained personnel, in accordance with good industry practice and the Ginolis service procedures applicable to the Equipment.

3.3 Preventive Maintenance. Preventive Maintenance is performed according to the Ginolis maintenance checklist for the Equipment in force at the time of the visit. Unless otherwise stated in the Contract, Preventive Maintenance includes the labour and the maintenance kit specified in the checklist, but does not include Corrective Maintenance, Wear Parts, Consumables, requalification, or travel and accommodation costs. Preventive Maintenance serves to maintain the operability of the Equipment but cannot guarantee its trouble-free operation.

- (a) The date of each Preventive Maintenance visit shall be agreed In Writing. The Customer shall request scheduling at least six (6) weeks before the desired date. Visits included in a Service Package that have not been scheduled by the Customer within the relevant contract year lapse without refund, unless the failure is attributable to Ginolis.
- (b) Either Party may reschedule an agreed visit free of charge by notice In Writing given at least twenty (20) Business Days before the agreed date. If the Customer reschedules with shorter notice, Ginolis may invoice the rescheduling fee stated in the Price List together with non-refundable travel costs already incurred. If the Customer cancels a visit, or reschedules with less than five (5) Business Days' notice, Ginolis may invoice the visit in full.

3.4 Corrective Maintenance. Ginolis shall first seek to resolve Service Requests through Remote Support. If Ginolis considers an on-site visit necessary, Ginolis shall dispatch a service engineer in accordance with the applicable Response Time. Diagnosis and troubleshooting time is chargeable unless covered by the Contract or by warranty. Ginolis shall obtain the Customer's prior consent In Writing before carrying out Repairs or replacing Spare Parts whose aggregate price exceeds EUR 1,000 per occasion (or such other amount as stated in the Contract), except where immediate action is necessary to prevent danger to persons or property.

3.5 Remote Support. Remote Support is provided through the Ticketing System during Normal Working Hours. Telephone support is available for urgent (Priority 1) matters and must be followed by a Service Request. Remote access to the Equipment is provided only with the Customer's authorisation and in accordance with Section 13.3.

3.6 Software Updates. Where included in the Contract, Ginolis makes Software Updates available when and if released. Installation is performed remotely or during a scheduled visit. Before installation the Customer shall assess, and is solely responsible for, the impact of any Software Update on its validated processes (Section 6). Ginolis is not obliged to support Software versions that are more than two (2) releases older than the

current release, or third-party operating systems or components no longer supported by their manufacturer. The Ginolis KAIKU IoT platform and other subscription services are subject to separate terms.

3.7 Spare Parts.

- (a) Spare Parts supplied by Ginolis are genuine Ginolis parts or parts approved by Ginolis. Ginolis may supply functionally equivalent or improved parts where an original part is no longer available.
- (b) Ginolis will use commercially reasonable efforts to make Spare Parts for Ginolis-designed components, or functionally equivalent alternatives, available for at least five (5) years after the Site Acceptance Test of the Equipment. Availability of third-party components is subject to their manufacturers. Ginolis will inform Customers with a valid Service Contract of known last-time-buy opportunities for critical parts.
- (c) Unless otherwise agreed, Spare Parts are delivered EXW Ginolis' premises (Incoterms® 2020). Ginolis recommends that the Customer keeps a stock of the Spare Parts identified in the Ginolis recommended spare parts list.
- (d) Parts replaced by Ginolis become the property of Ginolis if Ginolis so requests; otherwise, and in the case of contaminated or hazardous parts, they remain the property of the Customer, which is responsible for their disposal.

3.8 Workshop repair. Items returned to Ginolis for repair or inspection require a return authorisation number issued through the Ticketing System and a signed decontamination declaration. Transport to and from Ginolis is at the Customer's cost and risk. Ginolis may charge the inspection fee stated in the Price List if the Customer declines the repair estimate. Items not collected or for which instructions are not given within thirty (30) days after notification of completion or of the estimate are stored at the Customer's risk and cost, and Ginolis may dispose of them after six (6) months from such notification.

3.9 Modifications, upgrades and relocation. Upgrades, retrofits, modifications of the Equipment and relocation of the Equipment are performed only under a separate Quotation. Where a modification constitutes a

substantial modification under applicable machinery safety legislation (including Regulation (EU) 2023/1230), Ginolis will carry out the required conformity assessment only if expressly included in the Quotation. The Customer is solely responsible for the conformity and safety consequences of modifications made by the Customer or a third party.

3.10 Application Support and training. Application Support and training are provided on a time-and-material basis unless included in the Contract. Adjustments required because of changes in the Customer's products, components, materials, suppliers or process parameters are Application Support and are not covered by warranty or by Preventive Maintenance.

3.11 Additional work. If, during performance of the Services, Ginolis identifies additional work that is necessary or advisable, Ginolis shall inform the Customer and perform such work only upon the Customer's approval In Writing (an e-mail or Field Service Report entry is sufficient), subject to Section 3.4.

4. RESPONSE TIMES AND SERVICE LEVELS

4.1 Priority levels. Service Requests are classified by Ginolis, after consultation with the Customer, as follows:

- (a) **Priority 1 – Production stop:** the Equipment is inoperable and production has stopped, with no workaround available;
- (b) **Priority 2 – Degraded operation:** the Equipment operates with materially reduced output, yield or functionality, or a workaround is available;
- (c) **Priority 3 – Minor issue or request:** questions, minor faults, documentation, Spare Parts and other non-urgent requests.

4.2 Response Times. The Response Times for each priority level are those stated in the Service Contract or Service Package. Unless otherwise stated, (a) the remote Response Time is the time from registration of the Service Request in the Ticketing System to the first qualified response by a Ginolis service expert, and (b) the on-site Response Time is the time from Ginolis' decision that an on-site visit is required, and the Customer's acceptance of it, to the arrival of the service engineer at the Site. Response Times run only

during Normal Working Hours unless extended hours are included in the Contract.

4.3 Nature of Response Times. Response Times are targets which Ginolis shall use commercially reasonable efforts to meet. They do not constitute a guarantee of the time required to restore the Equipment. Response Times do not apply to delays caused by the Customer, by access restrictions, visa or travel constraints, unavailability of Spare Parts not stocked by the Customer, or Force Majeure. Service credits or other remedies for failure to meet Response Times apply only if expressly agreed in the Service Contract and then constitute the Customer's sole and exclusive remedy for such failure.

5. CUSTOMER OBLIGATIONS

5.1 Operation and care. The Customer shall operate, clean and perform operator-level maintenance of the Equipment in accordance with the Equipment documentation and Ginolis' instructions, use only trained personnel, keep the Equipment in the environmental conditions specified by Ginolis, keep a maintenance and fault log, and not allow persons other than Ginolis or persons authorised by Ginolis In Writing to repair or modify the Equipment.

5.2 Site access and working conditions. For on-site Services the Customer shall, free of charge to Ginolis:

- (a) provide unobstructed and timely access to the Equipment and the Site, and make the Equipment available for the Services, free from production material, for the agreed duration;
- (b) provide escorts where required by its site regulations, and site induction, badges, gowning and cleanroom access as necessary;
- (c) provide electricity, compressed air, lighting, network connection, lifting and handling equipment, and a lockable space for tools and parts;
- (d) make available competent personnel familiar with the Equipment and its operation, and a contact person authorised to approve work and sign Field Service Reports;
- (e) provide Ginolis in advance with its site rules and any specific qualification, safety or documentation requirements.

5.3 Health, safety and environment. The Customer is responsible for safety at the Site. It shall inform Ginolis in advance of all chemical, biological, radiological and other hazards, provide the necessary safety instructions and special protective equipment, and ensure the Equipment is safely isolated in accordance with lock-out/tag-out procedures agreed with Ginolis. Ginolis personnel may refuse to perform or interrupt work where they reasonably consider the working conditions unsafe; resulting waiting time and additional costs are chargeable.

5.4 Decontamination and hazardous materials. Before any Service, the Customer shall decontaminate the Equipment and any parts to be handled or returned, and provide a signed decontamination declaration. The Customer is responsible for the handling and lawful disposal of hazardous substances, Consumables and waste arising from its processes. The Customer shall indemnify Ginolis against claims and costs arising from a breach of this Section 5.4.

5.5 Information and changes. The Customer shall provide the information reasonably requested by Ginolis concerning the Equipment, its use, fault history and environment, and shall notify Ginolis In Writing of any relocation, modification, integration with third-party equipment or change in use of the Equipment.

5.6 IT environment. The Customer is responsible for its IT and OT environment, including network security, backups of Software configurations and production data, and the maintenance of any control PC operating system not supplied under a Ginolis Software maintenance commitment. Antivirus or other security software on control PCs shall be configured in accordance with Ginolis' recommendations and shall not run scans during production.

5.7 Permits and travel. The Customer shall provide invitation letters and reasonable assistance for visas, work permits, registrations and other formalities required for Ginolis personnel to perform Services at the Site, including any local posting-of-workers notifications for which the Customer's information is required. Where Services are performed outside the European Union, the Customer shall inform Ginolis in advance of local safety, registration, tax and security requirements applicable to visiting personnel,

and shall reimburse local taxes, levies and registration fees imposed on Ginolis or its personnel by reason of the Services, except taxes on Ginolis' net income.

5.8 Consequences of non-performance. If the Customer fails to comply with this Section 5, or if the Services are delayed or cannot be performed for reasons attributable to the Customer (including where the Equipment has not been installed or maintained in accordance with the Equipment documentation), Ginolis may charge waiting time, additional visits, travel costs and other costs incurred at the rates in the Price List, and the time for performance shall be extended accordingly. Annual fees remain payable.

6. REGULATED ENVIRONMENTS

6.1 Customer responsibility. The Customer is and remains the manufacturer of its products and is solely responsible for its quality management system, the validation and qualification of its processes and of the Equipment in its process, change control, product release, and compliance with the regulatory requirements applicable to its products and operations.

6.2 Ginolis documentation. Ginolis performs the Services under its own quality management system and provides, as standard, a Field Service Report stating the work performed, the Spare Parts replaced (with part and, where available, serial or batch numbers), the Software versions installed and any measurement or calibration results produced by Ginolis. Customer-specific forms, protocols, good documentation practice requirements or additional records are provided only if agreed In Writing in advance and are chargeable.

6.3 Requalification. Following any Service, Software Update or replacement of parts, the Customer shall determine under its change control whether requalification or revalidation is required. Ginolis provides IQ/OQ execution support, test protocols and qualification documentation only where included in the Contract or ordered separately.

6.4 Audits and quality agreements. The Customer may, upon at least thirty (30) days' written notice and not more than once per calendar year, audit Ginolis' service-related processes during Normal Working Hours, subject to Section 14 and at the Customer's

cost. Quality agreements requested by the Customer shall be negotiated separately and shall not extend Ginolis' liability beyond Sections 10 and 11.

7. FIELD SERVICE REPORT AND ACCEPTANCE

- 7.1 Reporting.** Ginolis shall issue a Field Service Report for each on-site visit, workshop repair and chargeable Remote Support case. The Field Service Report records the reported problem, work performed, root cause where identified, recommendations, Spare Parts used, whether the Service is covered by warranty or the Contract or is chargeable, and the service, preparation, waiting and travel hours.
- 7.2 Confirmation.** The Customer's representative shall sign or electronically confirm the Field Service Report at the end of an on-site visit. The signature confirms the hours and parts used and the work performed; it does not constitute a waiver of warranty claims under Section 10.
- 7.3 Deemed acceptance.** The Customer shall notify Ginolis In Writing of any objection to a Field Service Report, including the hours and charges recorded, within ten (10) Business Days of its receipt. Failing such notice, the Field Service Report and the resulting charges are deemed accepted.
- 7.4 Recommendations.** The Customer is responsible for acting on the recommendations recorded in the Field Service Report. Ginolis is not liable for consequences arising from the Customer's failure to implement them.

8. PRICES, INVOICING AND PAYMENT

- 8.1 Prices.** Prices are as stated in the Quotation or Service Contract and otherwise in the Price List valid on the date of performance. All prices are exclusive of value-added tax and other taxes, duties and levies, which are payable by the Customer in addition. If withholding tax is required by law, the Customer shall gross up the payment so that Ginolis receives the full invoiced amount, unless Ginolis can obtain full credit for the tax withheld.
- 8.2 Time-based charges.** Unless otherwise agreed, labour is charged per started half hour, subject to the minimum charges set out in the Price List. Chargeable time includes working time on Site, remote work,

preparation, analysis and reporting time, waiting time not attributable to Ginolis, and travel time from departure to return. Work outside Normal Working Hours, on weekends or public holidays, and urgent work performed at the Customer's request is charged with the surcharges set out in the Price List.

- 8.3 Travel and expenses.** Travel, accommodation, per diem allowances, local transport, freight, visa and permit costs are charged at cost plus the handling fee stated in the Price List, unless included in a fixed price. Ginolis books travel in economy class and reasonably priced business accommodation.
- 8.4 Annual fees.** Annual fees under a Service Contract are invoiced in advance at the beginning of each contract year or as stated in the Service Contract. Fees for periods shorter than a year are calculated pro rata temporis. Other charges are invoiced monthly in arrears or upon completion of the Service. Spare Parts are invoiced upon delivery; Ginolis may require advance payment for Spare Parts orders.
- 8.5 Payment terms.** Invoices are payable within thirty (30) days net from the invoice date in the currency stated in the invoice, without deduction or set-off. The Customer may not set off any claim against Ginolis' invoices unless the claim has been acknowledged by Ginolis In Writing or established by a final decision. Any objection to an invoice shall be made In Writing within fourteen (14) days of receipt, and the undisputed part shall be paid when due.
- 8.6 Price adjustment.** Fees under a Service Contract are fixed for the first contract year, or for the fixed term where a multi-year term has been agreed. Thereafter, Ginolis may adjust the fees once per contract year by notice In Writing given at least three (3) months before the adjustment takes effect. If the increase exceeds five per cent (5 %) plus the change in the index stated in the Service Contract (or, if none, the Statistics Finland producer price index for services), the Customer may terminate the Service Contract with effect from the date of the adjustment by notice In Writing given before that date. The Price List for time-and-material Services may be updated annually with effect from 1 January. Ginolis may further adjust prices to reflect new or increased taxes, duties, tariffs or other charges imposed by law after the date of the Quotation.

8.7 Late payment. On late payment, Ginolis is entitled to interest on the overdue amount from the due date until payment at the rate determined under Section 4(1) of the Finnish Interest Act (633/1982) (reference rate plus eight percentage points), together with the fixed compensation of EUR 40 and reasonable recovery costs in accordance with the Finnish Act on Payment Terms in Commercial Contracts (30/2013).

8.8 Suspension and security. If any amount is overdue by more than fourteen (14) days, Ginolis may, after notice In Writing, suspend the Services, including Remote Support and Response Time commitments, until payment has been received in full, and may require advance payment or other security for further Services. Ginolis may also require advance payment where there is reasonable cause to doubt the Customer's ability to pay. Suspension does not relieve the Customer from its payment obligations.

9. TITLE AND RISK

9.1 Retention of title. Spare Parts and other goods supplied by Ginolis remain the property of Ginolis until paid in full, to the extent permitted by the law of the place where they are located.

9.2 Risk. The Equipment remains at the Customer's risk at all times while at the Site. Risk in Spare Parts delivered without installation passes in accordance with the agreed Incoterm; risk in Spare Parts installed by Ginolis passes upon installation. Equipment or parts at Ginolis' premises for workshop repair are at the Customer's risk, except for loss or damage caused by Ginolis' negligence. The Customer shall keep the Equipment adequately insured.

10. WARRANTY FOR SERVICES AND SPARE PARTS

10.1 Service warranty. Ginolis warrants that the Services will be performed in accordance with Section 3.2 and the Contract. If a Service is shown to have been performed defectively and the Customer notifies Ginolis In Writing without undue delay, and in any event within fourteen (14) days after discovery of the defect and no later than three (3) months after completion of the relevant Service, Ginolis shall, at its option, re-perform the defective Service or remedy the defect.

10.2 Spare Parts warranty. Ginolis warrants that new Spare Parts supplied by Ginolis are free from defects in material and workmanship for six (6) months from installation by Ginolis, or twelve (12) months from delivery if not installed by Ginolis, whichever expires first. Ginolis shall, at its option, repair or replace a defective Spare Part, or credit its price. Repaired, exchange or refurbished parts are warranted for three (3) months from delivery. Parts replaced under this warranty are warranted for the remainder of the original warranty period.

10.3 Warranty costs. Ginolis bears the cost of labour and replacement parts required to remedy a defect covered by Sections 10.1 or 10.2. Ginolis also bears reasonable travel costs where an on-site visit is necessary to remedy a confirmed defect in a Service performed on Site by Ginolis. If an alleged defect is found not to be covered by warranty, the Customer shall pay for the investigation and remedial work in accordance with the Price List.

10.4 Exclusions. The warranty does not cover defects or failures arising from Fair Wear and Tear, Consumables or Wear Parts; materials, designs or parts provided or specified by the Customer; operation, cleaning, maintenance, storage or environmental conditions not in accordance with the Equipment documentation or Ginolis' instructions; modification, repair or relocation not performed or approved In Writing by Ginolis; use of non-genuine parts or third-party software; failure to implement Ginolis' recommendations or Software Updates; external electrical or network events; accident, misuse or negligence; or changes in the Customer's products, materials or processes. Parts sold as used or "as is" carry no warranty unless stated otherwise.

10.5 Relationship to Equipment warranty. Services do not extend or restart the warranty period of the Equipment under the Ginolis Limited Warranty Terms. During the Equipment warranty period, Services that are not required to remedy a warranty-covered defect (including Preventive Maintenance, Application Support, work caused by the matters listed in Section 10.4 and travel costs where excluded by the Ginolis Limited Warranty Terms) are chargeable.

10.6 Exclusive remedies. The remedies in this Section 10 are the Customer's sole and

exclusive remedies for defects in the Services and Spare Parts. If Ginolis fails to remedy a covered defect within a reasonable time after notification, the Customer may, as its only further remedy, claim a reduction of the price of the defective Service or Spare Part, or its refund where the defect is material. Except as expressly provided in this Section 10 and to the maximum extent permitted by applicable law, Ginolis gives no other warranties, express or implied, including as to merchantability, fitness for a particular purpose, availability, output, yield or uninterrupted operation of the Equipment.

11. LIABILITY

11.1 Damage to property. Ginolis is liable for physical damage to the Equipment or other property of the Customer caused by the negligence of Ginolis or its subcontractors in the performance of the Services, subject to Sections 11.2 to 11.5. Ginolis is not liable for damage to the Customer's products, materials, samples or work-in-progress present in or processed by the Equipment.

11.2 Exclusion of indirect loss. Neither Party is liable to the other for loss of production, loss of profit, revenue or business, loss of use, loss of contracts or goodwill, cost of capital, costs of downtime or substitute equipment, loss of or damage to batches, product, material or data, costs of product recalls, regulatory fines or penalties, liability to third parties, or any other indirect or consequential loss, however arising. This Section 11.2 does not limit the Customer's obligation to pay the fees and charges under the Contract, or its obligations under Sections 5.4, 11.5, 15.3 and 17.2.

11.3 Limitation of liability. Ginolis' total aggregate liability arising out of or in connection with the Contract, whether in contract, tort (including negligence), under warranty or otherwise, shall in each contract year not exceed the higher of (a) the fees paid and payable by the Customer under the Contract in the twelve (12) months preceding the event giving rise to the claim, and (b) twenty-five thousand euros (EUR 25,000).

11.4 Exceptions. The limitations and exclusions of liability in the GTC do not apply to (a) damage caused by wilful misconduct or Gross Negligence, (b) death or personal injury caused by negligence, or (c) liability which cannot be limited or excluded under mandatory law.

11.5 Customer's products and indemnity. The Customer is solely responsible for the products it manufactures with the Equipment, including their design, specification, quality, safety, labelling, regulatory approval and release. The Customer shall indemnify and hold Ginolis harmless from all third-party claims, including product liability claims, and related costs arising out of such products, except to the extent caused by Ginolis' wilful misconduct or Gross Negligence.

11.6 Personnel. Each Party is liable for injury to its own personnel in accordance with applicable law and its statutory insurance. The Customer is liable for injury to Ginolis personnel and damage to Ginolis property at the Site to the extent caused by the negligence of the Customer or its contractors.

11.7 Claims period. Any claim against Ginolis must be notified In Writing, with reasonable specification, without undue delay after the Customer became or should have become aware of the circumstances giving rise to the claim, and legal proceedings must be initiated within two (2) years after completion of the Service concerned, failing which the claim is forfeited.

11.8 Insurance. Ginolis maintains general third-party and product liability insurance in amounts customary for its business and will provide a certificate upon request. The Customer shall maintain property insurance for the Equipment and customary liability insurance.

12. INTELLECTUAL PROPERTY AND SOFTWARE

12.1 Ownership. All intellectual property rights in the Equipment design, Software, documentation, maintenance checklists, service tools, diagnostic software, know-how and any results of the Services (including improvements, settings, scripts and reports) remain with or vest in Ginolis or its licensors. The Customer's pre-existing intellectual property, product specifications and Confidential Information remain with the Customer.

12.2 Licence. Upon payment, the Customer receives a non-exclusive, non-transferable right to use the results of the Services and any Software Updates solely for the operation and maintenance of the Equipment at the Site, on the terms of the Software licence granted with the Equipment. The Customer may transfer

this right together with the Equipment to a new owner who accepts the licence terms.

12.3 Restrictions. The Customer shall not copy (except for back-up purposes), modify, decompile or reverse engineer the Software or service tools except as permitted by mandatory law, and shall not give third parties access to Ginolis service software, passwords, service documentation or diagnostic tools without Ginolis' prior consent In Writing.

12.4 Third-party software. Third-party and open-source software components are subject to their respective licence terms, which prevail with respect to those components.

13. MACHINE DATA, REMOTE ACCESS AND DATA PROTECTION

13.1 Machine Data. "Machine Data" means technical, operational and performance data generated by the Equipment or collected by Ginolis in the course of the Services, such as alarms, logs, cycle times, throughput, reject rates, component status and usage data, excluding the Customer's product formulations, recipes and product specifications.

13.2 Use of Machine Data. The Customer agrees that Ginolis and its Affiliates may access, collect, store and use Machine Data, during and after the term of the Contract, to perform the Services and to diagnose, maintain, develop and improve the Equipment, the Software and Ginolis' products and services, and to produce statistics and benchmarks. Ginolis may publish or share Machine Data only in aggregated and anonymised form that does not identify the Customer or disclose its trade secrets or personal data. This Section 13.2 constitutes the contractual agreement on the use of non-personal data referred to in Regulation (EU) 2023/2854 (Data Act), where applicable, and does not restrict any mandatory right of the Customer to access or share data generated by the Equipment. Requests to access data shall be made through the Ticketing System; disclosure of data constituting Ginolis' trade secrets is subject to appropriate confidentiality measures agreed between the Parties.

13.3 Remote access. Remote access to the Equipment is established only through a connection method approved by both Parties and only with the Customer's authorisation, which may be given per session or as

standing authorisation. The Customer controls and may terminate the connection at any time. Ginolis shall use access credentials only for the Services, keep them confidential and use reasonable, industry-standard security measures. The Customer is responsible for the security of its network, including firewalls and segmentation. Ginolis is not responsible for delays or inability to provide Remote Support caused by the unavailability of secure remote access.

13.4 Security incidents and updates. Each Party shall inform the other without undue delay upon becoming aware of a security incident or vulnerability that materially affects the Equipment or the remote connection. Ginolis makes security updates for the Software available in accordance with its product security practices and applicable law; the Customer is responsible for approving and scheduling their installation.

13.5 Personal data. Each Party processes the personal data of the other Party's contact persons as an independent controller in accordance with applicable data protection law, including the General Data Protection Regulation (EU) 2016/679. Where Ginolis processes personal data on behalf of the Customer as a processor (for example operator data contained in Equipment logs), the Parties shall conclude a data processing agreement meeting the requirements of Article 28 of that Regulation, and Ginolis shall process such data only on the Customer's documented instructions.

14. CONFIDENTIALITY

14.1 Obligation. Each Party shall keep confidential all non-public information received from the other Party in connection with the Contract that is marked as confidential or that should reasonably be understood to be confidential, including prices, the GTC as agreed, technical information, Software, service documentation and the Customer's product and process information ("**Confidential Information**"), and use it only for the performance of the Contract. Each Party may disclose Confidential Information to its Affiliates, employees, subcontractors and advisers who need to know it and are bound by equivalent confidentiality obligations.

14.2 Exceptions. The obligations do not apply to information that (a) is or becomes public

through no fault of the receiving Party, (b) was lawfully in the receiving Party's possession before receipt, (c) is received from a third party without a duty of confidentiality, (d) is independently developed without use of the Confidential Information, or (e) must be disclosed by law, regulation, stock-exchange rules or an order of a court or authority, in which case the receiving Party shall, where legally permitted, notify the disclosing Party in advance.

- 14.3 Duration.** The obligations in this Section 14 continue for five (5) years after the end of the Contract, and for trade secrets for as long as they remain trade secrets.

15. PERSONNEL AND SUBCONTRACTING

- 15.1 Personnel.** Ginolis personnel remain under Ginolis' direction and employment and are not employees or agents of the Customer. Ginolis personnel shall comply with the Customer's reasonable site and safety regulations communicated in advance.

- 15.2 Subcontracting.** Ginolis may use its Affiliates and qualified subcontractors to perform the Services. Ginolis is responsible for the work of its Affiliates and subcontractors as for its own.

- 15.3 Non-solicitation.** During the term of the Contract and for twelve (12) months thereafter, the Customer shall not actively solicit for employment or engagement any Ginolis employee who has been directly involved in the Services, without Ginolis' prior consent In Writing. General recruitment advertising not targeted at Ginolis personnel is not a breach. In the event of breach, the Customer shall pay Ginolis a sum equal to six (6) months' gross salary of the employee concerned as a reasonable pre-estimate of Ginolis' recruitment and training costs.

16. FORCE MAJEURE

- 16.1 Relief.** Neither Party is liable for delay or failure in performing its obligations (other than payment obligations) to the extent caused by an event beyond its reasonable control which it could not reasonably have foreseen at the conclusion of the Contract and whose consequences it could not reasonably have avoided or overcome ("**Force Majeure**"), including: fire, flood, earthquake and other natural disasters; war, hostilities, terrorism, sabotage, riot or civil unrest; epidemics, pandemics and quarantine; acts of authorities, including sanctions, embargoes, export or

import restrictions, travel restrictions and the refusal or revocation of licences; cyber-attacks not caused by the affected Party's negligence; general shortage of labour, materials, components, energy or transport; strikes and other industrial action; and defects or delays in deliveries by subcontractors or suppliers caused by any such event.

- 16.2 Notice and mitigation.** The affected Party shall notify the other Party In Writing without undue delay of the commencement and expected duration of the Force Majeure event and shall take reasonable steps to mitigate its effects. The time for performance is extended by the duration of the event and a reasonable restart period.

- 16.3 Termination.** If performance of a Contract is prevented for more than ninety (90) consecutive days by Force Majeure, either Party may terminate the affected Contract by notice In Writing. The Customer shall pay for Services performed and costs committed up to termination, and Ginolis shall refund prepaid fees for Services not performed.

17. COMPLIANCE, EXPORT CONTROL AND SANCTIONS

- 17.1 Export control and sanctions.** Each Party shall comply with applicable export control and sanctions laws, including those of the European Union, the United Nations, the United Kingdom and the United States. Ginolis is not obliged to perform any Service or supply any Spare Part, Software or technical assistance if doing so would breach such laws or if a required licence is not granted, and such circumstance constitutes Force Majeure.

- 17.2 No re-export to Russia and Belarus.** The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus, or for use in the Russian Federation or Belarus, any goods, Spare Parts, Software or technology supplied under the Contract that fall within the scope of Article 12g of Council Regulation (EU) No 833/2014 or Article 8g of Council Regulation (EC) No 765/2006. The Customer shall use best efforts to ensure that its onward purchasers do not frustrate this obligation. Any breach of this Section 17.2 is a material breach entitling Ginolis to terminate the Contract with immediate effect and to be indemnified for all resulting losses.

17.3 Anti-corruption. Each Party shall comply with applicable anti-bribery and anti-corruption laws and shall not offer, give, request or accept any improper payment or advantage in connection with the Contract.

18. TERM AND TERMINATION OF SERVICE CONTRACTS

18.1 Term and renewal. A Service Contract enters into force on the date stated in it and continues for the initial term stated in it (or, if none, twelve (12) months). Thereafter it renews automatically for successive periods of twelve (12) months unless either Party terminates it by notice In Writing given at least three (3) months before the end of the then-current term. Individual Service Orders end upon completion of the ordered Services.

18.2 Termination for cause. Either Party may terminate a Contract with immediate effect by notice In Writing if the other Party:

- (a) commits a material breach of the Contract and fails to remedy it within thirty (30) days after receiving notice In Writing specifying the breach; non-payment of undisputed amounts overdue for more than thirty (30) days after a payment reminder constitutes a material breach; or
- (b) is declared bankrupt, enters into liquidation, or otherwise ceases to carry on its business, provided that reorganisation, restructuring or similar proceedings aimed at the continuation of the business (including corporate restructuring under the Finnish Restructuring of Enterprises Act 47/1993) shall not in themselves entitle the other Party to terminate as long as the Party concerned continues to perform its obligations under the Contract.

18.3 Withdrawal of Equipment. Ginolis may, by ninety (90) days' notice In Writing, remove individual Equipment from a Service Contract if the Equipment has reached end of life, if essential Spare Parts are no longer reasonably available, or if the Equipment cannot be maintained properly or economically because of excessive wear, damage, modification or neglect not attributable to Ginolis. Ginolis shall refund the prepaid fees relating to the withdrawn Equipment pro rata temporis.

18.4 Decommissioning. If the Customer permanently decommissions or sells Equipment during a fixed term, it may

terminate the Service Contract for that Equipment by three (3) months' notice In Writing, subject to payment of an early termination charge equal to fifty per cent (50 %) of the fees that would have been payable for the remainder of the fixed term, unless otherwise stated in the Service Contract.

18.5 Consequences. Termination does not affect rights and obligations accrued before termination. All amounts for Services performed and costs committed up to the date of termination become due. Prepaid fees are refunded pro rata temporis only where the Contract is terminated by the Customer under Section 18.2, by either Party under Section 16.3, or by Ginolis under Section 18.3. Sections 8, 9, 10, 11, 12, 13.2, 14, 15.3, 17, 21 and 22 survive termination.

19. NOTICES AND COMMUNICATION

19.1 Service Requests, Spare Parts requests and operational communication shall be made through the Ticketing System. Contractual notices (including notices of termination, claims and price adjustments) shall be given In Writing to the contact persons and addresses stated in the Contract, or as subsequently notified In Writing, and are deemed received on the Business Day following sending by e-mail and five (5) Business Days after posting by registered mail.

20. ASSIGNMENT

20.1 Neither Party may assign or transfer the Contract without the prior consent In Writing of the other Party, which shall not be unreasonably withheld. However, Ginolis may without consent assign the Contract, in whole or in part, to an Affiliate or to a successor of the relevant business in connection with a merger, demerger, or transfer of business or shares, and may assign its receivables under the Contract to a financing institution.

21. GENERAL PROVISIONS

21.1 Entire agreement. The Contract constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior service agreements, proposals and understandings for the same Equipment.

21.2 Amendments and waiver. Amendments to the Contract must be agreed In Writing, excluding the Ticketing System. No failure or

delay in exercising a right constitutes a waiver of that right.

21.3 Severability. If any provision of the Contract is held invalid or unenforceable, the remaining provisions remain in force, and the Parties shall replace the invalid provision with a valid provision that most closely reflects its commercial purpose.

21.4 Changes to the GTC. Ginolis may update the GTC from time to time. The version in force at the date of the Quotation or Service Contract applies to that Contract; a renewal of a Service Contract is governed by the version of the GTC notified to the Customer at least three (3) months before the renewal date.

21.5 Language and signatures. The GTC are drawn up in English. Translations are for convenience only, and the English version prevails. Electronic signatures and electronically exchanged documents have the same effect as original signatures.

22. GOVERNING LAW AND DISPUTE RESOLUTION

22.1 Governing law. The Contract is governed by the laws of Finland, excluding its conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

22.2 Negotiation. The Parties shall first seek to resolve any dispute through negotiations between their responsible managers and, failing agreement within thirty (30) days of a written request, between their senior management.

22.3 Arbitration. Any dispute, controversy or claim arising out of or relating to the Contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Arbitration Institute (FAI). Where the amount in dispute does not exceed EUR 500,000, the FAI Rules for Expedited Arbitration apply. The arbitral tribunal shall consist of one arbitrator, unless the amount in dispute exceeds EUR 2,000,000, in which case it shall consist of three arbitrators. The seat of arbitration shall be Helsinki, Finland, and the language of the arbitration shall be English. The arbitral proceedings and award are confidential.

22.4 Collection and interim relief. Notwithstanding Section 22.3, Ginolis may bring claims for overdue payments before the District Court of Oulu (Oulun käräjäoikeus) or

the competent court of the Customer's domicile, and either Party may seek interim or injunctive relief from any competent court.

23. NORTH AMERICA SUPPLEMENT (GINOLIS INC.)

23.1 Application. This Section 23 applies where the Services are offered or performed by Ginolis Inc. (9187 Clairemont Mesa Blvd, Suite 6 #736, San Diego, CA 92123, USA) or the Site is located in the United States or Canada. In case of conflict, this Section 23 prevails over the other provisions of the GTC.

23.2 Currency, hours and prices. Prices are in US dollars. Normal Working Hours are 09:00 to 17:00 Pacific Time on Business Days unless otherwise stated in the Contract. Fees are exclusive of sales, use, excise and similar taxes, which are payable by the Customer unless it provides a valid exemption certificate.

23.3 Late payment. Instead of Section 8.7, overdue amounts bear interest at the lesser of one and one-half per cent (1.5 %) per month and the maximum rate permitted by law, and the Customer shall reimburse Ginolis' reasonable costs of collection, including attorneys' fees.

23.4 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10, GINOLIS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT SHALL GINOLIS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, AND GINOLIS' AGGREGATE LIABILITY SHALL NOT EXCEED THE AMOUNT DETERMINED UNDER SECTION 11.3 (WITH EUR 25,000 READ AS USD 25,000), IN EACH CASE SUBJECT TO SECTION 11.4.

23.5 Insurance. The Customer shall maintain commercial general liability, property and workers' compensation insurance as required by law and shall provide certificates of insurance upon request.

23.6 Compliance. Each Party shall comply with the U.S. Export Administration Regulations, the regulations administered by the Office of

Foreign Assets Control (OFAC) and the U.S. Foreign Corrupt Practices Act, in addition to Section 17.

23.7 Governing law and venue. Instead of Sections 22.1, 22.3 and 22.4, the Contract is governed by the laws of the State of Delaware, USA, excluding its conflict-of-laws rules and the CISG. Any dispute shall be brought exclusively in the state or federal courts located in the State of Delaware, and each Party submits to their jurisdiction; Ginolis may, however, bring claims for overdue payments and seek injunctive relief in any court of competent jurisdiction. The prevailing Party is entitled to recover its reasonable attorneys' fees and costs. TO THE EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ITS RIGHT TO A TRIAL BY JURY.

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