

# 1 COMMERCIAL TERMS

## Delivery and shipment

- **“Buyer”** means the entity, firm or corporation to whom the quotation is addressed. Ingersoll Rand (**“Seller”**) will deliver the goods or services specified in Buyer's order that has been accepted by the Seller within a reasonable time (an **“Order”**) FCA Seller's facility (Incoterms® 2020 Rules). The Buyer and the Seller are collectively referred to as the **“Parties”** or individually as a **“Party”**.
-  Delays in shipments or suspension of any Orders requires Seller's consent, and if given, Buyer must pay to the Seller any costs, expenses and losses incurred by the Seller caused by the delay and/or suspension.
- Suspension by Buyer should not affect any invoicing schedule/payment milestones agreed for the Order. Any impact of the suspension on the delivery dates and/or on the cost of the Order execution by Seller will be mutually agreed between the Buyer and Seller before the Order is resumed.
-  If Buyer does not accept delivery when tendered, Buyer will pay the Order price for the goods and Seller will store the goods at Buyer's cost for a reasonable period as specified with the Seller or agreed with the buyer. Unless otherwise agreed by the Parties, at the end of the specified or agreed storage period, Buyer is required to accept the delivery of the goods.

Notwithstanding such storage, risk in the goods will pass to the Buyer on the original designated delivery date and Buyer will bear the risk of loss of the goods during storage and maintain adequate insurance covering the goods while in storage.

## Acceptance

The Buyer shall inspect the goods promptly following receipt. If the goods are defective the Buyer must promptly notify the Seller. The goods shall be deemed to be accepted if the Buyer confirms acceptance or in absence of any confirmation has not expressly rejected the goods within 30 days following delivery. Without limiting the foregoing, the Buyer shall be responsible for carrying out any acceptance tests and shall bear any costs of doing so. The Buyer may not reject the goods due to minor defects.

-  **Title and risk of loss:** Risk in the goods will pass to Buyer upon delivery FCA Seller facility (Incoterms® 2020 Rules). To the extent that such retention of title is valid under the applicable law, the ownership and title to goods will be transferred to the Buyer upon full payment of the Order price.

## Termination

- Buyer may, prior to shipment, terminate the Order, in whole or in part, upon written notice to Seller.
- If the Order is terminated for any reason, Buyer will pay Seller a termination fee equal to a pro rata portion of the purchase price based on the work completed to date (with a minimum charge of **10%** of the purchase price).
- Either Party may terminate the Order if the other Party is unable to pay its debts when it becomes due or commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors (other than, where it is a company, in relation to a solvent restructuring) or, in the case of an individual: (i) is the subject of a bankruptcy petition, application or order; or (ii) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their own affairs or becomes a patient under any mental health legislation, or in the case of a company: (iii) has any step or action towards it entering, administration, provisional liquidation, or:

(iv) has a receiver appointed for its assets, applies to a court for or obtains a moratorium of its debts, is being wound up (whether voluntarily or by order of the court), is being struck off the register of companies, or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction to the matters set out in this clause.

# 2 CREDIT TERMS AND TAXES

## Credit terms and financial condition

- Payment is due net-30 days from the invoice date. All invoices must be paid in full and Buyer may not set-off any amount against what is owed.
- Buyer shall be liable for interest on any late payments at a rate determined by the Seller up to the maximum rate allowed by Finnish Interest Act (633/1982 as amended).
- Seller may charge Buyer for all expenses associated with collection of overdue amounts, including reasonable attorneys' fees; and in case of non-payment, Seller may (without prejudice to its other rights) suspend performance under and/or terminate the Order.

**Taxes:** Seller's quoted prices do not include any sales, VAT, use, occupation, license, excise, or other taxes, permits or fees with respect to the sale, delivery or use of the goods or services. Buyer is responsible for payment of all such taxes, permits and fees except to the extent Buyer provides a valid tax exemption certificate.

If the sale is invoiced with 0 % VAT and the Buyer is responsible for the transport from Seller facility to abroad, it is Buyer's obligation to ensure that it will have all documentary evidence/proof required by VAT law to prove the sale was eligible for 0 % VAT and the Buyer will keep/archive the documentary evidence for 10 years/tax statute of limitation.

The Buyer is obliged to send Seller the documents regularly/in case of tax audit on Seller's request. If the supplied documents are incorrect, not provided at all or circumstances influencing VAT obligations appear which were not known by Seller at the time of the contract or order resulting in a situation that Seller will be imposed sanctions (VAT, interests, penalties) by the tax or customs authorities then Seller is entitled to claim a full compensation from the Buyer if the situation was caused by Buyer's action or inaction.

# 3 WARRANTY

-  Except as otherwise agreed by Seller in writing, Seller warrants that the goods and services provided by it will be free from defects in material and workmanship for the duration of the following warranty periods: (A) for new equipment (i) a period of twelve (24) months from commissioning or start-up or (ii) eighteen (36) months from shipment, whichever first occurs; (B) for parts, six (6) months from the date of shipment; and (C) for services, six (6) months from the date of installation, inclusive of transportation and installation time if installed by Company or six (6) months from the date of delivery exclusive of transportation and installation time if not installed by Seller.

Equipment or parts manufactured by others are warranted only to the extent of the original manufacturer's warranty to Seller. The sole and exclusive remedy of the Buyer for any warranty claim shall be the repair or replacement of the defective goods, in Seller's sole and absolute discretion. **Seller expressly disclaims all other terms, warranties or conditions whether express or implied or incorporated into these terms by statute (including the Finnish Sale of Goods Act (355/1987) and equivalent legislation in any jurisdiction in the world as may be applicable) or otherwise, to the fullest extent permitted by law, and this includes but is not limited to any implied conditions, warranties or other terms as to the merchantability, fitness for a particular purpose or use of reasonable skill and care.**

Seller shall not be held liable for failure to comply with the warranty above in the event of:

- Defect in the goods arising from any drawing design specification or other information supplied by Buyer;
- Defect arising from fair wear and tear;
- wilful damage, negligence, abnormal working conditions;
- failure to follow Seller's instructions or advice; or
- misuse or alteration or repair of the goods without Seller's authorization.

Seller is not responsible for (including any costs involved) and does not provide support for any of the following:

- Lifting equipment and ensuring that there is easy access to the goods;
- undertaking any civil works related to the goods or their installation; or
- the installation and removal of the goods by or on behalf of the Buyer.

## 4 OUR LIABILITIES



**Limitation of liability:** Seller shall not be liable to Buyer for: (i) any indirect, consequential, special, exemplary, or punitive damages whether arising in contract, tort (including negligence), strict liability or otherwise; or (ii) loss of profits, loss of goodwill, or loss of business opportunity, loss of data or loss of revenue whether arising in contract, tort (including negligence), strict liability or otherwise. Seller's total liability to Buyer under or in connection with an Order shall in no event exceed the total amount paid by Buyer to Seller under the Order.

These limitations and exclusions of liability do not apply to Seller's liability to Buyer for claims or losses directly relating to Seller's actual infringement of a third party's intellectual property rights; or Seller's negligence; or willful misconduct resulting in death or personal injury; or where such liability cannot otherwise be excluded by law.



**Insurance:** Seller will maintain in force the insurance coverage described in the certificate of insurance provided to Buyer.



**Force majeure:** Neither Party will be liable for failing to perform or delay in performance of any obligation in the Order or this agreement resulting from circumstances, beyond the Party's reasonable control, however, this clause will not excuse the payment of any sums due to the Seller by the Buyer under any Order.

**Fluctuation costs:** In case of exceptional economic situation leading to significant fluctuations that have an increase impact of more than two percent (2%) on the agreed prices and delivery times of raw materials and freight and logistics' costs, if Seller suffers (or will suffer) delay and/ or incurs additional costs as a result of a raw materials, freight and logistic costs fluctuation then Seller will be entitled to an adjustment to the price and/or an extension of time. Such adjustment will be communicated to Buyer by written notice at the latest 30 days before shipment.

## 5 CONFIDENTIALITY & DATA PRIVACY



### Data privacy

- "Data Protection Legislation" means the General Data Protection Regulation (GDPR)(EU) 2016/679 (the "EU GDPR"), the Finnish Data Protection Act (1050/2018 as amended) and any other data protection laws as may be applicable to the Seller from time to time.
- Buyer understands that the goods may include technology that allows Seller to collect information regarding such goods and conduct remote diagnostic testing of such goods.
- Buyer grants Seller a transferable, sub-licensable, non-exclusive, non-revocable, worldwide right to access and use the data collected by this

technology for Seller's business purposes. Seller may share such data with its affiliates, subsidiaries, and third parties.

- If Seller receives individually identifiable personal information from Buyer through such technology, it is agreed that the Seller will be an independent controller and will take reasonable steps to protect the confidentiality of such information and prohibit the unlawful disclosure of Buyer's personal information to third parties. The Buyer must ensure that it has permission to share the personal data of any individuals with Seller and that it has a valid and lawful basis for doing so, as required under the Data Protection Legislation. To the extent the Parties process personal data in the context of the performance of the agreement, Seller and Buyer agree to comply with the Data Protection Legislation and to process personal data only for the purposes it was provided to them. Details about the processing of personal data by Seller are described in Seller's privacy policy, an up-to-date version of which is available under <https://company.ingersollrand.com/privacy-policy.html>. The Buyer undertakes to ensure the relevant data subjects, whose data is being provided to the Seller, are aware of the Seller's privacy policy.



- **Confidentiality:** Each Party undertakes that it will not disclose to third parties nor use for its own purposes any confidential information or trade secrets of the other Party. Each Party may disclose the other Party's confidential information: (i) to its employees, officers, or other representatives or advisers who need to know such information for the purpose of exercising the Party's rights or carrying out its obligations (provided that each Party ensures that such third parties comply with this clause); and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

## 6 ENGINEERING MATTERS & IP RIGHTS



### Buyer Representations

- Buyer represents to Seller that: 1. Buyer has provided, and will promptly provide, all the information reasonably necessary to enable Seller to evaluate the requirements for performing the agreement and to perform the agreement, and that all such information is full and accurate; 2. all premises, plant, engineering support, spare parts, connected pipe work and machinery and inputs that it is required to provide for the design, engineering, installation, testing and use of the goods are fit for their purpose and of good engineering quality; 3. Buyer will fully co-operate with Seller in the design, engineering, installation, testing and use of the goods; 4. Buyer will only use the goods for their intended purpose and only and in accordance with the applicable product literature; and 5. Buyer will not use any unapproved spare part, connected machinery, service or repair or use the goods in any manner as may render the goods dangerous.
- Buyer agrees that any breach of these representations will negate all Seller warranties and all obligations of Seller with respect to the quality of the goods.
- Buyer agrees that it will be liable to Seller for any costs, expenses, and losses the Seller incurs due to any breach of these representations by the Buyer.



**IP rights and infringements:** Any intellectual property rights in inventions, modifications, improvements, techniques, or know-how affecting the goods, whether arising prior to the Order, or made or gained in the course of performing the Order, will belong to Seller. Seller will have no liability to Buyer for any patent, trademark or copyright infringements based on any designs, plans or other information provided to Seller by Buyer.



All documents prepared by Seller as a deliverable of the Order will be provided to the Buyer with a limited right to use, including make copies of such documents as is reasonably necessary, for the installation, maintenance and operation of the goods or services, however, nothing in the section transfers to the Buyer any of the Seller's underlying intellectual property rights including the right to make the goods or have the goods made.

**Assignment:** A Party cannot assign all or any portion of this agreement without the prior written consent of the other Party.

## 7 COMPLIANCE WITH LAWS



**Seller will comply** with all legal obligations applicable to the supply of goods. Seller assumes no responsibility for compliance with any laws or regulations applicable to the use, installation and operation of the equipment or any other matters the Seller does not control.

Buyer will not, directly, or indirectly, export, re-export, transfer or re-transfer any goods or technical data received from Seller to any destination, persons or territories prohibited by the export laws of the United States of America, European Union, United Kingdom of Great Britain and Northern Ireland or other applicable export regulations or to any country that Seller does not support according to the Seller's Trade Compliance policy. Seller will provide a list of the Prohibited and Restricted Countries to the Buyer on request. Seller reserves the right to amend its Trade Compliance policy at any time.

At the Seller's discretion, Buyer shall provide a completed end-user statement on a format provided by the Seller and will keep Seller updated of any changes that may impact this document during the execution of the contract.

## 8 OTHER TERMS



**Complete Agreement:** This agreement and its attachments contain the entire understanding between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, and if there is any conflict between terms of the Order and this agreement, this agreement will control.

**Severability:** If any term of this agreement is determined to be invalid or unenforceable, such determination shall not invalidate any other term or part of this agreement. The Parties shall attempt, through negotiations in good faith, to replace any such invalid or unenforceable part of this agreement with a comparable provision that is enforceable and valid. The failure of the Parties to reach an agreement on such a replacement provision shall not affect the validity of the remaining provisions of this agreement.



**Changes:** Any amendments to the Order or this agreement must be agreed to in writing by the Parties.



**Governing Law:** The Order and agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by and construed in accordance with Finnish law excluding any conflict of law provisions. **The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Order or the agreement.**

**Jurisdiction:** The Parties irrevocably agree that the courts of Finland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Order or this agreement or its subject matter or formation.