

Mint of Finland General Terms and Conditions of Purchase ("GTC")

This GTC shall apply to the purchases made by Mint of Finland Ltd or Mint of Finland GmbH (hereinafter "Mint of Finland Group company") to the extent that they are not contrary to stipulations which are either included in the order of Mint of Finland or otherwise expressly confirmed by Mint of Finland in writing.

1 Definitions. The below capitalized terms shall have the meanings defined below, unless otherwise defined in the Agreement:

MoF- shall mean the purchaser, i.e. Mint of Finland Group company entering into the Agreement.

Supplier - the company supplying the Product(s) to Mint of Finland Group Company.

Agreement- shall mean the agreement, if any, entered into between the Parties governing their Purchaser -Supplier relationship. If alternatively applicable, the Agreement shall mean the purchase order to which these GTC is attached, or where there is a reference to this GTC.

Product - the item delivered or the work or service performed by the Supplier to Mint of Finland including but not limited to drawings and attached documents.

Parties - the Supplier and MoF.

2 Delivery and delay.

2.1 The delivery time and delivery terms for the Products are defined in the purchase order. If no delivery time is defined, the Supplier shall deliver the Products DDP to Purchaser's facility.

2.2 The Products shall be packed in a manner suitable for the means of transportation and the nature of the Products. The Supplier shall mark the Products and their packages as instructed by MoF and as may be required by applicable regulations.

2.3 In case the delivery of a Product is in delay, MoF shall be entitled to liquidated damages in the amount of 1% of the price of the Products per each day of delay. The maximum amount of the liquidated damages for delay shall be 20% of the price of the Products in delay. This does not restrict MoF's right to any further compensation for damages caused by the Supplier's delay.

3 Prices and payment terms.

MoF shall make all payments for Products within 60 days from the end of the month of delivery. The prices of the Products are detailed in the purchase order. The prices include any agreed documentation, transportation costs and packing and packing materials, as well as all taxes, duties, levies and other possible charges.

4 Warranty

4.1 The Supplier warrants that the Products comply in every respect with the requirements and specifications set forth in the Agreement and shall be free from any defect in materials, workmanship and design.

4.2 The Supplier warrants all Products for a period of 24 months from the date of delivery of the Product ("Warranty Period"). If the warranty that MoF has given to its customer for the end-product is still valid after 24 months from the delivery of the Product by the Supplier, the Warranty Period shall be extended for as long as MoF's warranty for the end-product is in force, however not longer than 36 months from the date of the Supplier's delivery of the Product.

4.3 The Supplier shall correct any non-compliance or defect in the Products appearing during or dating from the Warranty Period by a new delivery of replacement Product free-of-charge, or, upon MoF's discretion, by repairing the defective Product. The Supplier shall be liable for the costs of inspection, shipping, replacement and/or repair of the affected Products. This shall include compensation for the time spent by MoF's employees or contractors on the corrective measures.

5 Indemnification, insurance

5.1 The Supplier shall indemnify and hold MoF harmless against any injuries to persons or damage to property caused by the Products. The Supplier's liability shall be reduced proportionately to the extent MoF or its agents contributed to such injury or damage.

5.2 The Supplier shall maintain adequate insurance to cover any general liability or product liability the Supplier may incur in connection with or as a result of the performance of its obligations under this Agreement. The Supplier shall upon request present the corresponding insurance certificates to MoF.

6 IPR

6.1 Any technology, including specifications, designs or tools provided by MoF, is the property of MoF and may not be used for other purposes than to fulfil the obligations in the Agreement. In particular the Supplier shall not

produce the Product for himself or sell to third parties if the Product is manufactured wholly or partly in accordance with technical specifications or other technology, designs, knowhow or tools provided by MoF.

6.2 The Supplier shall indemnify and hold MoF harmless against all consequences of any infringement by the Products on third party patents, trademarks, copyrights or other intellectual property rights, other than those resulting directly from the design or specifications of MoF.

7 Confidentiality.

The Supplier shall not disclose to third parties nor use for any other purpose than the proper fulfillment of this Agreement any information of confidential nature, such as Purchaser's customer data, technical information, and data, drawings, specifications, price structures, costs, and volume information, received from MoF, without the prior written permission of MoF.

8 Documentation

The Supplier shall deliver the Products with all agreed documentation, and at minimum delivery note/packing list. The Supplier shall upon request provide MoF with certificate on the country of origin of the raw materials of the Products.

9 Term and termination

9.1 The Agreement shall remain in force until all Products have been delivered and all obligations under the Agreement have been met (including the warranty obligations).

9.2 Notwithstanding the above, and in addition to any termination rights under applicable law, either party may terminate this Agreement with immediate effect at any time by written notice to the other party if the other party is in material breach of this Agreement and fails to remedy such breach, if capable of remedy, within 30 days after issuance of a written notice thereof, or the other party files for bankruptcy or liquidation or becomes insolvent

9.3 The sections on warranty, indemnification, confidentiality and any other sections that by their nature are deemed to survive, shall survive the termination of this Agreement.

10 Compliance

10.1 The Supplier shall comply with Mint of Finland Business Partner Code of Conduct available at <https://www.rahapaja.fi/en/mint-of-finland/business-partner-code-of-conduct/>

10.2 In case the Supplier is involved directly or indirectly with the supply chain of conflict minerals (gold, tantalum, tin and tungsten), the Supplier shall comply with Mint of Finland Conflict Minerals Policy and the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas or equivalent.

10.3 The Supplier agrees to operate in an environmentally conscious manner. The Supplier, its subcontractors and their respective employees shall strictly comply with all laws and regulations and any additional information as referenced to within the Supply Agreement such as but not limited to health and safety, labour and environmental regulations (including without limitation the REACH regulation) which are appropriate and applicable to the location(s) where the Supply Agreement is being performed.

10.4. The Supplier will comply at all times with all applicable laws and regulations pertaining to anti-money laundering, embargoes and/or sanction requirements as well as the US Foreign Corrupt Practices Act and the UK Bribery Act. The Supplier agrees that, at all times in connection with and throughout the course of the Supply Agreement, it will not give or accept any undue pecuniary or other advantage of any kind to the extent that doing so would be in violation of the anti-bribery laws of any relevant jurisdiction.

11 Miscellaneous

11.1 Nothing in the Agreement shall prejudice any warranty or any legal remedy to which MoF may be entitled by virtue of applicable legislation. For the avoidance of doubt, any references to the Supplier's general terms of sales included in an order confirmation or otherwise shall not be binding upon MoF.

11.2 Any amendments to this Agreement must be made in writing signed by the authorized representatives of both parties.

11.3 The Supplier may not transfer or assign this Agreement or any part of it without the prior written consent of MoF. MoF may freely assign the Agreement or any part thereof to any company affiliated with MoF.

11.4 This Agreement shall be governed by and construed in accordance with the laws the domicile of MoF. The parties shall discuss in good faith to resolve any disputes. If such discussions are not successful, any disputes relating to the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators. The seat of the arbitration shall be the domicile of MoF and the language of the arbitration shall be English.