

Eurofins Environment Testing General Terms and Conditions

1. SCOPE

- 1.1 These general terms of delivery ("Terms") apply to all orders placed by the ordering party ("Customer" or "Client") and accepted by Eurofins Environment Testing Finland Oy, Eurofins Nab Labs Oy, Eurofins Labtium Oy, Eurofins Ahma Oy, Eurofins bestLab Oy and Eurofins Contesta Oy ("Eurofins"), for work performed or services provided ("Assignment") as agreed upon by Eurofins and the Customer ("Parties" and individually "Party").
- 1.2 The Parties may agree in writing to modify, amend, clarify or exclude individual provisions of these Terms. Only written amendments approved by Eurofins are valid. Deviations from the Terms may only be made if expressly agreed in writing or if and to the extent required by applicable law.
- 1.3 In the event of any conflict between the contract documents relating to the Assignment, the order of validity of the contract documents is the following: 1) a separate written assignment agreement, 2) an order confirmation, 3) an offer, 4) any specific contractual terms or conditions of service referred to in writing, 5) these Terms, and 6) a request for an offer.

2. ENTERING INTO AGREEMENT AND ASSIGNMENT

- 2.1 Agreement for the Assignment between Eurofins and the Customer is concluded when Eurofins accepts the order in writing or takes steps to fulfil the order without a separate written confirmation.
- 2.2 An offer accompanied by these Terms remain valid for period of one (1) month from its date, unless otherwise stated in the written offer document.
- 2.3 The order for the Assignment must be made in writing. The Customer may place an order for analysis and testing services Assignment by delivering a sample to Eurofins' facility in accordance with the received instructions and by providing necessary identifying information and details for the desired analysis, and by placing the order as follows:
 - a) by ordering from the Eurofins OnLine (EOL) system (www.eurofins.fi);
 - b) by filling in the Eurofins sample submission form and submitting it to Eurofins together with the samples (the form can be printed at www.eurofins.fi and is available at the Eurofins facility);
 - c) using another pre-agreed electronic ordering method as accepted by Eurofins;
 - d) using Customer's own sample submission form as approved in advance by Eurofins;
 - e) by any other means mutually agreed in writing.
- 2.4 In the case of any other service than analysis or testing services, the Customer must submit the order in writing to Eurofins when submitting a request for services.
- 2.5 The Customer needs to provide Eurofins with all information and material necessary for the execution of the Assignment. Eurofins is not obliged to start the Assignment unless the order placed by the Customer is clear and contains all necessary information. In case performance of the Assignment is delayed due to incomplete information, Eurofins is not liable for any spoilage of samples, taking a new sample, or any other delay or hindrance.
- 2.6 The Assignment ordered in writing by the Customer and accepted by Eurofins is binding unless otherwise stated in these Terms or unless otherwise agreed in writing with the Customer.

3. PRICES AND PAYMENT TERMS

- 3.1 The Parties agree about pricing and charging practices for the Assignment in writing. Prices are in euros. If no price is indicated or separately agreed, pricing is in accordance with the Eurofins price list in force ("Price List"). Eurofins reserves the right to make changes to its Price List.
- 3.2 The price of each Assignment is added with value-added-tax (VAT) in accordance with applicable legislation, any potentially applicable foreign taxes, governmental or official charges and any other costs and charges e.g. related to packaging, handling or transport, which may arise from the nature of the Assignment.
- 3.3 Unless otherwise agreed in writing, the Customer must make payment within 14 days from the date of the invoice.
- 3.4 Unless otherwise agreed in writing, Eurofins will invoice the Customer for the work performed under an Assignment upon completion of such work or part of the work. Payment method is electronic e-invoicing.
- 3.5 All invoices that are not paid by the due date are subject to late payment interest in accordance with the Finnish Interest Act (20.8.1982/633). The notice period for invoices is 8 days. Challenging or disputing results of the Assignment do not constitute grounds for late payment or non-payment of the invoice.
- 3.6 Eurofins has the right to suspend execution of the Assignment in case the Customer has not paid the invoice by the due date. In addition, Eurofins has the right to invalidate the results of the

Assignment and request results to be removed from applicable authorities' systems in the manner provided by each authority.

4. PERFORMANCE OF ASSIGNMENT, ROLES AND RESPONSIBILITIES

- 4.1 Eurofins will perform the Assignment based on the written offer, order, and order confirmation provided by Eurofins. If the order deviates from the offer, the order will be confirmed and accepted only after it aligns with the offer provided by Eurofins or with terms that have been agreed in writing with the Customer. The Customer's terms and conditions do not apply to Eurofins' Assignment, unless expressly otherwise agreed in writing.
- 4.2 Eurofins performs the services professionally, with due care and in accordance with what has been agreed for the Assignment and ensuring that the persons performing the services under each Assignment have appropriate professional qualifications.
- 4.3 Eurofins may use subcontractors to perform the services under the Assignment, unless otherwise agreed in writing with the Customer. Each Party is responsible for the work of its subcontractors as for their own.
- 4.4 Eurofins carries out the services without undue delay. Any Assignment timelines, delivery dates for results and lead times indicated by Eurofins are considered as production targets and Eurofins is not bound by them, unless otherwise agreed in writing with the Customer. Eurofins will use its best efforts to meet the timeframes and deadlines provided.
- 4.5 In case of any delay in the provision of the Customer's material, essential information, access to the site or sample materials necessary for the performance of the Assignment, Eurofins is not liable for any delay in the delivery of the Assignment. Any new or additional services requests related to the samples received by the laboratory may delay the estimated date of delivery of the Assignment accordingly, in which case Eurofins is not bound by the original estimated date of delivery.
- 4.6 Eurofins has the right to reschedule, cancel and review the pricing of the Assignment in the event that the Assignment or any part of it is delayed or modified due reasons that are beyond Eurofins' control, are Customer's responsibility or for any other compelling reason.
- 4.7 Eurofins delivers the results of the Assignment to the Customer as agreed and in accordance with Eurofins' normal practices.
- 4.8 In the event of an alleged defect in the Assignment, the Customer must submit a written complaint to Eurofins within fourteen (14) days from the delivery of the Assignment results. In the event of a defect, Eurofins has the right to primarily re-perform or correct the Assignment.
- 4.9 If the Assignment, or any work under it, is carried out at Customer's site, the Customer is responsible for the implementation of the applicable health and safety regulations on the site. If, in Eurofins' reasonable opinion, the requirements of the applicable health and safety regulations are not fulfilled, Eurofins has the right to suspend performance of the Assignment until implementation of such regulations have been remedied by the Customer.
- 4.10 The Assignment may consist of various types of services provided by Eurofins, such as expert services, sample collection services, laboratory analysis and testing services, and services related to reporting the produced results, which are outlined in the written Assignment description agreed with the Customer. The following service type specific terms apply, unless otherwise agreed in writing by the Parties.

Expert services

- 4.11 The Customer must provide sufficient and correct information and materials for the provision of the expert services under the Assignment without undue delay.
- 4.12 If the Assignment includes any evaluation of a specific site, the Customer must identify and provide the site information and ensure that Eurofins has appropriate access to the site.
- 4.13 If access to the site is delayed or prevented due to reasons beyond Eurofins' control, Eurofins has the right to charge for the costs incurred from attempting to access the site and from service preparations in accordance with the Price List.
- 4.14 Eurofins delivers the results of the Assignment, such as an expert statement or report, in accordance as agreed in the Assignment and as required by applicable regulations. Any evaluation, study or observation reports and similar materials are provided in pdf format, unless otherwise agreed in writing with the Customer.
- 4.15 If the Assignment includes incorporating or considering Customer's comments on a draft report or expert statement, the Customer must submit their comments to Eurofins within seven (7) days of the request. After this period, Eurofins may charge Customer separately for any additional comments or amendments in accordance with the Price List.
- 4.16 Eurofins is not liable for any delay in the completion or delivery of the results or reports of the Assignment, if it is due to

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- Customer's delay in providing any information necessary to finalize the Assignment.
- 4.17 If the Assignment includes a submission of results, statements, or reports to an authority, Eurofins submits them in accordance with the applicable regulations and Eurofins' practices. Eurofins charges the costs incurred in accordance with the Price List.
- 4.18 In case the timing, schedules, subject or scope of the expert services of the Assignment significantly changes from what was agreed in writing, Eurofins reserves the right to review the pricing and charge for the costs incurred by the changes.

Sample collection services

- 4.19 If the Assignment involves collection of samples, the Customer must define and designate the sample collection point, obtain any appropriate permits required to access the sampling point within an area managed by the Customer or a third party, and ensure that Eurofins has appropriate unobstructed access to the sample collection point.
- 4.20 Customer is responsible for obstructions and delays that include e.g. insufficient location or identification information in the terrain, inability to reach the agreed contact person, inability to open locks or enter the collection point, waiting or queuing on the sample collection point. If the collection of samples is delayed or prevented due reasons beyond Eurofins' control (including natural conditions), Eurofins agrees with the Customer a new time for sample collection. Eurofins is not liable for any sample collection delays or obstructions that are not caused by Eurofins and reserves the right to charge for the costs incurred from preparation work for the obstructed sample collection and new sample collection.
- 4.21 If the sample collection services is carried out by using equipment or devices provided by the Customer or a third party working for the Customer, the Customer is responsible for the availability, functionality and safety of such equipment. The Customer is responsible to train and introduce the persons that are collecting the samples into safe and proper use of the equipment in the collection of samples, as required by the Customer's equipment and sample collection point.
- 4.22 Eurofins collects, stores, prepares and delivers the samples for analysis as agreed in the Assignment with the Customer and in accordance with Eurofins' practices and applicable regulations.

Laboratory analysis and testing services

- 4.23 When the Customer submits the samples to Eurofins for analysis, the Customer must collect, package, store and deliver the samples to a collection point at Eurofins' premises in accordance with instructions provided by Eurofins.
- 4.24 The Customer is responsible to ensure that the samples are provided in correct amounts, and that they are labelled and packaged in accordance with Eurofins' instructions. If the sample contains materials that are classified as hazardous materials or if the sample contains abnormal concentrations, the Customer must inform Eurofins in advance and label and package the sample appropriately. The Customer is liable for damages and costs caused by providing inappropriately labelled or packaged hazardous samples.
- 4.25 Responsibility for samples passes to Eurofins at the time when Eurofins receives the samples. The Customer is responsible for transporting samples, transport cost schedules, and for any potential delays related to transport schedules.
- 4.26 Unless otherwise agreed in writing, the Customer is responsible for defining the examination request for testing to be performed under the Assignment, and Eurofins determines the content of the performed analysis accordingly. Eurofins performs the analysis or testing within a reasonable time in accordance with Eurofins' methods, practices, and applicable regulations.
- 4.27 Upon completion of the laboratory analysis or testing, the results are delivered to the Customer as agreed in the Assignment. Unless otherwise agreed in the Assignment, the results are submitted electronically to the EOL system for the Customer's inspection or to the email address provided by the Customer in pdf format. Any other potential means of delivery needs to be agreed in writing between Eurofins and the Customer, and Eurofins charges a service fee for it in accordance with the Price List. Eurofins delivers the results to the Customer's system only if conditions for such means of delivery of results have been separately agreed in writing between the Parties. The Customer is responsible for the operation, security, confidentiality, training and instruction in the proper use of its systems.
- 4.28 After the completion of the analysis, Eurofins stores the samples in accordance with Eurofins' practices, applicable standards or regulations and disposes of the samples. Costs incurred from the disposal are charged to the Customer in accordance with the Price List. Eurofins will not return the samples to the Customer, unless otherwise agreed in writing.
- 4.29 If the examination request for the content or scope of the analysis, which is part of the Assignment, changes significantly,

Eurofins has the right to change the pricing and schedule accordingly.

- 4.30 Eurofins has the right to charge the Customer for the cost of any renewal analysis carried out at the Customer's request.

5.0 RESCHEDULING, SUSPENDING OR CANCELLING THE ASSIGNMENT

- 5.1 The Assignment agreed between the Parties, as well as services and time schedules subject to it, are binding.
- 5.2 Upon Customer's request Eurofins may at its discretion change or postpone the timing of the agreed Assignment. Eurofins has the right to charge for the costs incurred from rescheduling of the Assignment.
- 5.3 The Customer may request a temporary suspension or cancellation of the Assignment or any part of it by notifying Eurofins in writing. Eurofins has the right to charge for the investment costs incurred from preparing to handle the Assignment, as well as the costs incurred and work performed prior to the effective date of the suspension or cancellation of the Assignment. In addition, Eurofins has the right to charge for the costs incurred from restarting the Assignment.
- 5.4 If the Customer wishes to cancel or change the expert services or sampling service less than fourteen (14) days before the start of the Assignment or any part thereof, Eurofins is entitled to charge twenty percent (20%) of the value of the cancelled part of the Assignment.

6.0 OWNERSHIP, RIGHT TO USE AND PUBLICATION OF RESULTS

- 6.1 Any materials and results (such as reports and statements) provided by Eurofins to the Customer as a result of the Assignment belong to the Customer. Other materials generated in connection with the Assignment (such as raw data generated in the laboratory) belong to Eurofins. Ownership to the materials and results passes to the Customer once the Assignment has been paid in full.
- 6.2 Any background material existing or generated outside the Assignment, provided by one Party to the other Party, belongs to the Party that provided it. The Parties may use the background material received from the other Party only for the performance of the services specified in the Assignment, unless otherwise agreed in writing.
- 6.3 Eurofins has the right to use any know-how, professional skills and experience it acquires in connection with the Assignment also in its other activities.
- 6.4 Any modification or partial removal of the materials, results, and any information in them prepared by Eurofins as a result of the Assignment is prohibited, and such materials, results and information may only be used "as is" and/or in accordance with the instructions provided by Eurofins. Eurofins is responsible for the accuracy and correctness of only the final and unaltered materials, documents and results it provides.
- 6.5 The owner of the results has the right, at its discretion, to publish the final results of the Assignment in full. Publication of the results of the Assignment partially or in a modified form without the written permission of Eurofins is not permitted.
- 6.6 In any publication of the results of the Assignment, the name of the Eurofins company that carried out the Assignment must be mentioned in an appropriate manner. The name of Eurofins may be used in advertising and sales promotion only with the written permission of Eurofins and in accordance with the instructions provided by Eurofins.

7.0 CONFIDENTIALITY AND HANDLING CUSTOMER DATA

- 7.1 The Parties undertake to keep confidential the business and trade secrets and all confidential information received from the other Party in connection with or related to the Assignment. The obligation of confidentiality shall survive ten (10) years after the termination of the Assignment, unless applicable laws or services related standard(s) requires a longer period or unless otherwise agreed in writing.
- 7.2 The obligation of confidentiality applies, including without limitation, to information relating to a) Eurofins' methods, processes, spreadsheets and modelling, excluding, however, standardized methods or methods in the public domain as defined by public authorities; b) the material and information provided by the Customer and the results of the Assignment, unless otherwise arising from the nature of the Assignment or if they are in the public domain as required by authorities.
- 7.3 Notwithstanding the obligation of confidentiality, Eurofins is entitled to disclose confidential information to its subcontractors and representatives, as necessary, provided that the execution of the Assignment so requires and that Eurofins ensures that such subcontractors and representatives are bound by confidentiality obligations of a similar level and scope as those agreed between the Customer and Eurofins.
- 7.4 The obligation of confidentiality does not apply to material and

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information a) which is generally known, available otherwise in the public domain or which becomes such; b) obtained from a third party without breach of confidentiality; c) which was known to the receiving Party prior to its receipt; or d) which was independently developed by a Party without the use of information obtained from another Party.

- 7.5 Eurofins processes the contact information and any other potential personal data obtained from the Customer in accordance with applicable data protection legislation and acts as an independent controller when providing its services.
- 7.6 Eurofins has the right to retain, use and exploit for the development of its activities, and to publish the results of the Assignment in an anonymous format that does not identify the Customer and does not violate the Customer's rights.

8.0 EUROFIN'S LIABILITY AND CUSTOMER'S LIABILITY

- 8.1 Eurofins is responsible for the provision of its services and handling the Assignment in accordance with these Terms and as agreed in writing between the Parties and is liable for the work of its subcontractors as for its own.
- 8.2 The Customer is responsible for product liability, for the accuracy of the materials and samples provided and ensuring it has the right to provide them to Eurofins for the Assignment or in connection with it. The Customer is also responsible for any liabilities towards third parties regarding the materials, documents and samples provided by the Customer.
- 8.3 Eurofins' liability for damages for any individual damage or claim is limited to a maximum of fifty percent (50%) of the value of the Assignment or part thereof to which the claim relates to. However, Eurofins' total liability for damages during each calendar year is limited to a maximum of twenty thousand euros (€20,000). Eurofins is not liable for indirect or consequential damages.
- 8.4 Unless otherwise agreed in writing between the Parties, any claims and complaints related to the Assignment, its results or errors must be made in writing to Eurofins within fourteen (14) days of the delivery of the results of the Assignment to the Customer. Otherwise, the Customer loses the right to any compensation, subsequent claims or complaints.

9.0 FORCE MAJEURE AND FINANCIAL HARDSHIP

- 9.1 Force majeure is considered to be an event that prevents or makes it unreasonably difficult to complete the Assignment or any part of it within the specified time. Such events include war, rebellion, natural disaster, general interruption of energy supply, fire, pandemic, significant limitation of the company's activities due to changes in regulations by government, authorities or the EU, strike, blockade or any other equally significant and unusual cause beyond Eurofins' control ("Force Majeure"). A delay by a subcontractor for any of the above reasons is also considered a Force Majeure event.
- 9.2 Eurofins is not liable for delays, errors, damages, or other issues arising from Force Majeure events, which are caused by unforeseen events or circumstances beyond Eurofins' reasonable control, or which result from Eurofins' compliance with orders or laws enacted by the government, authorities, or EU.
- 9.3 If, after the written acceptance or commencement of the Assignment, for whatever reason, Eurofins' costs of performing the Assignment (incl. costs related to energy, equipment, labor, transport, raw materials or components) increase to such an extent that, in Eurofins' assessment, the performance of the Assignment is no longer economically viable, Eurofins may request negotiations on the price of the Assignment by notifying the Customer in writing. If the Parties fail to agree on changes to the price of the Assignment or any part thereof within fourteen (14) days of the negotiations request, Eurofins may terminate the agreement for an Assignment by giving written notice effective within fourteen (14) days from the notice, without being liable to compensate the Customer for any damages resulting from the termination.

10.0 SANCTIONS AND COMPLIANCE WITH LAWS

- 10.1 By agreeing to the Assignment and accepting these Terms, the Customer warrants to comply with laws, applicable regulations and the requirements of Economic Sanctions in its operations. "Economic Sanction" means any economic sanction, restriction, trade and import or export restriction imposed by the European Union, the Finnish government, the UN Security Council, the United States, the United Kingdom, any other applicable country or national authority. The Customer warrants that it does not act in violation of the Economic Sanctions. "Sanction Order" means any law, regulation, order or decision implementing the Economic Sanctions.
- 10.2 The Customer warrants that a) it is not subject to Economic Sanctions; b) its beneficiary or its controlling entity/person is not, to the best of the Customer's knowledge, subject to Economic

Sanctions; c) it will comply with all applicable Sanction Orders; d) it is not the subject of any investigation or action by any authority relating to suspected violations of Sanction Orders; e) it does not directly or indirectly export, re-export, or otherwise make available any materials or results produced by Eurofins in connection with the Assignment in violation of the Sanction Orders.; f) it does not finance, facilitate or otherwise enable any transaction in violation of the Sanction Orders.

- 10.3 The Customer shall be liable for all damages, liabilities, losses, fines, penalties and expenses (including legal fees and expenses of counsel without limitation) caused by or arising out of any breach of the Economic Sanctions or the Sanction Orders by its company or by any company belonging to the same group.
- 10.4 If the Customer breaches the terms of this clause 10, Eurofins shall, in addition to any other remedies and actions available under these Terms and the agreement with the Customer, have right to terminate the Assignment and/or the agreement with the Customer immediately by notifying the Customer in writing, without being liable to compensate the Customer for any damages, costs or losses resulting from the termination or to refund any payments made by the Customer.

11.0 TERM AND TERMINATION

- 11.1 If a Party materially breaches these Terms and/or any other terms agreed in writing about the Assignment, the other Party has the right to terminate the agreement with a thirty (30) day notice period.
- 11.2 If the Customer breaches these Terms and/or any other terms agreed in writing about the Assignment, Eurofins is entitled to temporarily suspend the work related to the Assignment until the breach is remedied and the Assignment can be continued, or until the agreement between the Parties relating to the Assignment is terminated.
- 11.3 Each Party has the right to terminate the agreement relating to the Assignment immediately if the other Party has been petitioned for bankruptcy, debt restructuring, or corporate reorganization proceedings, is otherwise insolvent, or has breached the provisions of Section 10.
- 11.4 Each Party has the right to terminate the agreement relating to the Assignment if the performance of the Assignment or any part thereof is delayed for more than three (3) months due to Force Majeure or becomes impossible due to the continuation of Force Majeure.
- 11.5 The Customer is obliged to pay for such parts of the Assignment that have been satisfactorily performed before the termination becomes effective.

12.0 APPLICABLE LAW AND DISPUTE RESOLUTION

- 12.1 The interpretation of the agreement relating to the Assignment and the resolution of any related disputes is governed by the laws of Finland, excluding its conflict of laws provisions.
- 12.2 Any disputes related the Assignment or arising from it shall primarily be resolved by negotiation. If the Parties cannot reach an agreement, any disputes between the Parties shall be finally settled in the District Court of Helsinki.
- 12.3 In case the Customer is a consumer, nothing in these Terms, in the agreement between Parties related to the Assignment or the performance of the Assignment limits the Customer's rights under the Finnish legislation on consumer protection.