

General Conditions For HSC Chemistry Training Courses – Version 1/2025

PARTIES

Seller: Metso Finland Oy

Customer: A person, company, university or any other legal entity that has purchased the rights to participate in HSC Chemistry training course(s) (the “Courses”).
However, the Courses available under these General Conditions For HSC Training Courses (the “Conditions”) are not meant to be sold to or used by a natural person for any other purposes than for business or trade. The Courses and any use of them as a private consumer for domestic or household use, or for any other purposes regulated or affected by any consumer protection legislation, are excluded from these Conditions and any contract.

1. General

To the extent permitted by mandatory laws, these Conditions shall govern the sale and provision of the Courses by the Seller to the Customer.

2. Scope of Courses

The Courses, along with any deliverable training documentation and other supplies included in the Courses, shall be specified in the contract between the parties (the “Contract”). Any other performances or deliverables not specifically mentioned therein are expressly excluded.

3. Contract Price

The price for the Courses (the “Contract Price”) shall be as defined in the Contract and, unless specifically stated otherwise, excludes any value added tax, sales tax or equivalent tax, which the Seller is entitled to invoice according to applicable laws.

4. Taxes

The Contract Price shall be paid free and clear of all deductions and withholdings for taxes, duties, levies or other charges imposed by federal, state, regional or other governmental authorities outside the Seller’s domicile or under any applicable treaty for the avoidance of double taxation except as required by law. If any deduction or withholding is required by law, the Customer shall on the due date for the payment in question pay to the Seller such additional sum or sums as shall, after the making of the deduction or withholding, result in the payment to the Seller of the net Contract Price. The Customer shall make all necessary tax or other returns and all necessary payments in relation to any such deduction or withholding and shall pay and indemnify and hold the Seller harmless from liabilities for any sum, payable as a result of any failure, delay or error in any such matter. The Customer shall promptly provide the Seller with all appropriate certificates, receipts or other documents evidencing the proper deduction or withholding.

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5. Payment Terms

The Customer shall pay the Contract Price prior to the commencement of the Courses.

6. Late Payment

The Seller shall be entitled to prevent the Customer from participating in the Courses and terminate the Contract if the Customer fails to make the agreed payment when due under the Contract.

7. Delay

In the event of a delay to the agreed performance times, which is attributable to the Seller, the Customer shall, to the exclusion of all further rights and remedies of the Customer for such delay, be entitled to claim liquidated damages for every full week of delay in the amount of 0.5% of the Contract Price of the delayed part of the Courses up to an aggregate maximum of 5% of the Contract Price of the delayed part of the Courses.

However, instead of being entitled to the liquidated damages set out above, if the Seller, due to any reason solely attributable to it, fails to carry out the agreed lectures belonging to the Courses on time, resulting in the Customer not receiving the training that should have been provided by the lecturer, the Customer shall be entitled to a refund for the paid and missed parts of the lectures. All further claims by the Customer are excluded.

8. Limited Warranty

The Seller warrants, to the exclusion of all further rights and remedies of the Customer, that the Courses shall comply with the Contract and be performed with such degree of skill, diligence and prudence that would reasonably and ordinarily be expected from a skilled and professional specialist applying the standards generally adopted by skilled and professional specialists within the appropriate disciplines involved in the safe performance of obligations of a type and complexity equivalent to the Courses.

The warranty period for the Courses shall be seven (7) days from the date when the Courses were performed. The warranty period for any corrected or re-performed Courses shall be either the remaining original warranty period or seven (7) days from the completed correction or re-performance, whichever expires later. However, the warranty period for any Courses rendered by the Seller under the Contract shall not exceed fourteen (14) days from the date when the Courses were originally performed.

Notwithstanding the foregoing, the Seller does not represent, warrant or guarantee the accuracy, correctness, completeness or validity of the Courses. In addition, the Seller does not assume or accept any responsibility for the suitability of the Courses for the Customer's purposes or consequences resulting from use of the Courses for the Customer's activities. The Courses do not cover any technical, chemical or other kinds of consulting even if the Seller may present or use calculations, conclusions or other examples in connection of the Courses.

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9. Confidentiality

The parties shall keep and treat confidential the Contract including the enclosures, the Courses and any information derived therefrom as well as all other confidential information obtained from the other party for or in connection with the Contract.

10. Intellectual Property Rights

As between the parties, each party shall retain ownership in all of its patents, patent applications, utility models, copyrights, trademarks, and any other statutory protection of a similar kind, as well as know-how and trade secrets, whether or not such rights are registered or capable of registration (“Intellectual Property Rights”) existing prior to or created independently of the Contract. All Intellectual Property Rights developed by the Seller during the performance of the Contract or thereafter, including those included in the Courses shall exclusively vest in the Seller. Subject to payment of the Contract Price, the Seller shall grant the Customer a non-exclusive and non-transferable license to use the Seller’s Intellectual Property Rights in the Courses for the sole purpose of the Contract. Such license shall not include the right to disclose the Seller’s confidential know-how or trade secrets to third parties or to grant any sub-licenses. Any other use of such Intellectual Property Rights, including, without limitation, its copying or use for a modification, duplication or replication of the supplies, is strictly excluded from the scope of this license.

However, the license rights granted to the Customer in the preceding paragraph do not permit the Customer to

- a) take any images, screenshots, audio recordings or videos, nor otherwise record the Seller’s presentations online or elsewhere; or
- b) share video or audio streaming used for the Courses with others not having the rights to participate in the Courses, or allow otherwise unauthorized persons to utilize the Courses

The mentioned actions are strictly prohibited. The Seller reserves the right to remove anyone violating any of these prohibitions from participating in the Courses as well as to terminate the Contract with immediate effect without refunding in event of the violation.

Notwithstanding the foregoing, if the Seller provides the Customer with any software for temporary use in connection with the Courses, the Seller will provisionally license such software to the Customer in accordance with separate license conditions.

11. Third Party Intellectual Property Rights

The Seller shall indemnify and hold the Customer harmless from any claim by a third party (including reasonable attorneys’ fees) that the receipt of the Courses by the Customer in accordance with the Contract constitutes an infringement or alleged infringement of any Intellectual Property Rights of such third party, provided that the Customer (i) promptly notifies the Seller in writing of the claim, (ii) allows the Seller full control of the defense and any related settlement negotiations, (iii) fully cooperates with the Seller in the defense, (iv) the Seller shall not be liable for any infringement or alleged infringement resulting from any design, specification or other information or a combined operation with other equipment that is provided by or on behalf of the Customer, and (v) the Customer shall in no event compromise or settle any proceedings or claims in connection with such infringement or alleged infringement or otherwise act against the reasonable interests of the Seller. In the event the Courses are held to be infringing and the use of the same is enjoined, the Seller shall, at its own expense and sole discretion, either procure the right to continue using the Courses, replace the Courses with non-infringing equivalents, or modify the Courses to eliminate such infringement. The Customer shall have the right to select its own

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counsel to participate in any proceedings or negotiations at the Customer's expense. All other rights and remedies of the Customer for an infringement of Intellectual Property Rights are excluded.

12. Force Majeure

If the performance of the Courses is impeded, is made unreasonably onerous or is impossible by circumstances beyond the Seller's control due to any reason of Force Majeure, in such event upon written notice from the Seller to the Customer, the Contract is terminated, the Courses are cancelled and the Seller will refund the received payment to the Customer.

Force Majeure includes without limitation (i) epidemics, pandemics and an unforeseeable outbreak of endemics, (ii) industrial disputes, governmental or legislative activities or restraints, (iii) exceptional weather conditions, fire, earthquake, flood and other acts of nature or disasters, (iv) war (whether declared or not), military mobilisation, insurrection, embargos and trade sanctions, (v) shortage of transport, general shortage of materials and restrictions in use of power or telecommunication connections, and (vi) collapses or severe disruptions of information systems resulting from hostile attacks or other malicious actions by any third parties against the Seller causing difficulties preventing the Seller or its systems from functioning properly.

13. Sanctions

The Customer warrants that upon purchasing the Courses it or any entity or person that has direct or indirect control of fifty percent (50%) or more of its shares ("Beneficiaries") are not subject to any economic, trade or financial sanctions or other trade restrictions administered or enforced by the United Nations, the European Union, the United States of America or any other relevant jurisdiction, including without limitation the EU Consolidated list of persons, groups and entities subject to EU financial sanctions, the U.S. Treasury Department Office of Foreign Assets Control list of U.S. Specially Designated Nationals and Blocked Persons or any similar list maintained by any EU member state or the country of registration of the Customer or the Seller ("Sanctions"). A breach of this warranty shall entitle the Seller to terminate the Contract.

The Customer agrees that if at any time after having purchased the Courses it or any of its Beneficiaries become subject to any Sanctions, whether introduced before or after such date, which prohibit or restrict the Seller's performances or rights under the Contract, or the performance of the Contract exposes the Seller, or creates a risk of the Seller being exposed, to any Sanctions, including, without limitation, any extraterritorial or secondary sanctions, the Licensor may suspend or terminate the Contract upon such Sanctions becoming effective.

The Customer acknowledges that it is prohibited by the Sanctions to provide any Courses directly or indirectly to any natural or legal person, entity or body in Russia or Belarus or for use in Russia or Belarus. The Customer is prohibited from providing the Courses, in whole or in part, to or for use in Russia or Belarus. This prohibition covers the provision of access to any Courses to individuals of any nationality located in Russia or Belarus, even if the Courses will only be used for non-Russian or non-Belarusian projects or other non-Russian or non-Belarusian purposes. The Customer hereby attests and warrants to comply with above stipulated requirements. The Customer warrants to safeguard the Courses accordingly and to ensure that anyone that the Customer invites to conference calls or meetings with the Seller or any of its Affiliates or Dealers will be vetted by the Customer to ensure that no one on those calls is located in Russia or Belarus. The Customer further warrants that the funds with which the Courses will be paid will derive from legitimate and non-Russian or non-Belarusian sources. The Seller is entitled to suspend or terminate the Contract in case of breach of any of above warranties.

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14. Limitation of Liability

Regardless of any other terms and conditions and to extent permitted by the mandatory laws, the following limitation of liabilities shall apply to the Contract and the Courses:

- a) The Seller's aggregate maximum liability for any and all costs, losses and damages of any sort and for whatever reason, resulting from or in any circumstance connected with the Contract or the use or delivery of the Courses, whether based on warranty, contract, strict liability, tort (including negligence) or any theory of law whatsoever and howsoever the same may arise, including without limitation payment of liquidated damages, claims, costs, liabilities and damages shall not exceed the total value of the Contract Price.
- b) Under no circumstances, and notwithstanding any other provisions of the Contract, shall the Seller be liable under or in connection with the Contract or the Courses, whether based on warranty, contract, strict liability, tort (including negligence) or any theory of law whatsoever and howsoever the same may arise, for any loss of contract, loss of goodwill, loss of market, loss of actual or anticipated profit, loss by reason of shut-down or non-operation, increased expenses of operation, increased use of raw materials, utilities or labour, damages arising out of or in connection with pollution or contamination, claims from customers of the Customer, loss of data, loss of use, loss of production, loss of revenue, loss of reputation, loss of business opportunities, loss of capital, downtime costs, loss of financial opportunity, economic loss, higher financing costs, wasted expenditure or costs of repair or replacement of equipment and facilities and related third party goods, services and software other than the Courses by the Seller, or for any similar pecuniary loss whatsoever, even if it had been advised of the possibility of such, or for any indirect, incidental, consequential, special, exemplary or punitive damages or losses.

15. Termination

In addition to the termination rights agreed elsewhere in the Contract, either party shall have the right to terminate the Contract with immediate effect, subject to written notice to the other party, if

- a) the other party commits a substantial breach of its material obligations under the Contract and fails to remedy such breach within fourteen (14) days of written notice by the party; or
- b) the other party becomes insolvent or becomes the subject of bankruptcy proceedings

16. Governing Law and Disputes

The Contract shall be governed by and construed in accordance with the laws of Finland, excluding its choice of law provisions and the United Nations Convention on the International Sale of Goods (CISG).

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 Rules of the Arbitration Institute of the Finland Chamber of Commerce by arbitrator(s) appointed in accordance with said rules. The arbitration shall take place in Helsinki, Finland. The language of the arbitration proceedings shall be English.

17. Miscellaneous

The Customer hereby declares that the Customer has had sufficient opportunity to review and consider these Conditions and the Contract, has understood the content of all of their clauses, has negotiated their terms and has sought sufficient professional legal advice in that respect before accepting these Conditions and the Contract.

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The parties acknowledge and agree that (i) they have not relied on any previous written, oral or implied representation, inducement or understanding of any kind or nature, (ii) the Contract embodies the entire agreement between the parties with respect to the subject matter thereof, (iii) the Contract may not be amended except in writing and signed by the duly authorised representatives of both parties and (iv) in the event that any provision of the Contract becomes invalid, the remainder of the Contract shall not be affected and the parties shall attempt through negotiations in good faith to replace these with provisions corresponding as closely as possible to the original intention.

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