

23.02.2017

**CONTRACT XXX-XXX**

**BETWEEN**

**GASUM OY**

**AND**

**[COMPANY NAME]**

**FOR**

**THE DELIVERY OF  
KOUVOLA B FUEL GOVERNOR  
KOMPA**

23.02.2017

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## CONTRACTING PARTIES AND OBJECT OF CONTRACT

Gasum Oy, business identity code FI0969819-3 (hereinafter the "**Buyer**" ),  
address P.O. Box 21, (Miestentie 1) FI-02151 Espoo, Finland, and

[COMPANY NAME], business identity code/registration number XXXXXXXXX (hereinafter  
the "**Seller**"), address [address, location, country]

The Buyer and the Seller (each a "**Party**" and collectively the "**Parties**") have entered  
into a Contract for the delivery of Kouvola B Fuel Governor upgrade for PFT10DLN Gas  
Turbine on the terms and conditions as defined hereunder.

## 1 DEFINITIONS

Unless the context or subject matter is inconsistent therewith, the following terms shall  
have the following meanings:

"**Affiliated Company**", or "**Affiliate**" of a Party means any Finnish or foreign legal entity  
that is

- (a) directly or indirectly owning or controlling the Party, or
- (b) under the same direct or indirect ownership or control as the Party, or
- (c) directly or indirectly controlled by the Party

for so long as such ownership or control lasts. Ownership or control shall exist through  
direct or indirect ownership of more than fifty percent (50%) of the nominal value of the  
issued equity share capital or of more than fifty percent (50%) of the shares entitling the  
holders to vote for the election of or appoint the members of the board of directors or  
persons performing similar functions.

"**Contract Price**" means the aggregate payable price for the System as specified in this  
Contract, however subject to such additions and adjustments thereto or deductions  
there from, as may be pursuant to the Contract.

"**Effective Date**" means the date on which this Contract is duly signed by both Parties  
and comes into force.

"**Intellectual Property Rights**" means any patent, copyright, trademark, trade name,  
service marks, brands, proprietary information, whether arising before or after the  
effective date of this Contract and the right to ownership and registration of these rights

"**Service**" means the services provided by the Seller to the Buyer under this Contract as  
well as all other activities that the Seller shall take under the Contract;

"**Specifications**" means technical and functional specifications and other requirements  
for the system and/or a service as specified in this Contract or otherwise approved by  
the Parties in writing.

"**System = FG**" means all technical machinery, instruments, materials, constructions,  
equipment, substances, services, software programs, licenses, information, parts,  
documents and other items and materials, in whatever form, that shall be delivered or  
conveyed by the Seller for the Buyer under this Contract and irrespective of whether or  
not such materials are listed in Appendices.

"**Week**" means calendar week.

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## 2 CONTRACT DOCUMENTS

This Contract includes the following appendices:

1. Minutes of contract preparation meeting (if any)
2. Purchase requisition No. 3060009\_3-06A-00004, rev x with appendices
3. Advance payment guarantee
4. Warranty guarantee
5. Quotation No. .... dated .....20....

In the event of any discrepancy between the content of this Contract document, on the one hand, and any of the Appendices, on the other hand, the content of this Contract document shall prevail. In the event of any discrepancy between any of the Appendices, the Appendix with the smallest number shall prevail.

## 3 SCOPE OF THE CONTRACT

The Seller agrees to deliver

Kouvola B Fuel Governor (FG), (hereinafter "**system**"), in accordance with the conditions and stipulations stated in this Contract and its appendices.

The Buyer agrees to receive system and pay for it in accordance with the conditions of this Contract.

The Seller agrees:

- 3.1 to design, programme, provide, manufacture, test at the Seller's factory, deliver to the Buyer's site(s), power-up and commissioning of the system for productional operation at the Buyer's site(s) and if needed, change or make additions to it
- 3.2 to interface other systems and special devices indicated in the purchase requisition No. xxx
- 3.3 to deliver system pre-inspected with documents in accordance with the rules and regulations of the law, statutes, decrees, standards and regulations of the authorities in force in Finland at the time of the start-up
- 3.4 to apply to the delivery state-of-the-art technical development in such a way that the system fulfils the specified requirements concerning design, software, materials, reliability, usability, serviceability, extension and further development
- 3.5 to observe any and all safety instructions and regulations within the sites, either such instructions and regulations given written or verbal or in any other form
- 3.6 to have all major sub-suppliers/-contractors approved in writing by the Buyer
- 3.7 to be responsible for all sub-contracts as of its own
- 3.8 to ensure that subcontractors have the same obligations as those the Seller have and the Buyer has the same rights and undertakings towards subcontractors as the Seller have pursuant to this Contract
- 3.9 to deliver agreed spare parts and special tools (will be order separately)
- 3.10 to deliver and keep available applicable devices, software, licenses and services for the system for 15 years after the system has been delivered

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- 3.11 to provide the Buyer with all information required for monitoring the progress of the delivery and related works, such as design, documentation, sub-purchases, subcontracting and manufacturing schedules and monthly progress reports
- 3.12 to use the equipment supplied by the Buyer, as agreed separately in the purchase requisition No. xx and be responsible for their interface on the System
- 3.13 to provide training for the personnel of the Buyer for operation and maintenance of the system in accordance with this Contract
- 3.14 to provide, at no cost to the Buyer, any and all material, equipment, tools, consumables or certifications, inspections and services that may be required to have complete, operational system, which fulfil all requirements of the Contract and authorities and is suitable for the purpose as described in this Contract.

#### 4 DELIVERY & DELIVERY TERMS

The delivery of the system and completion of services in accordance with scope of this Contract and its appendices shall follow the milestones under.

Terms of Delivery: Delivered At Place (DAP) Gasum Oy, Kiehuvantie 189, Kouvola, Finland according to Incoterms 2010, including commissioning.

#### 5 DELIVERY TIME

The Seller agrees to deliver the System and documentation according to the following milestones:

- o System specification by .....
- o Factory Acceptance Test (FAT) acceptably completed by .....
- o Site Acceptance Test (SAT) acceptably completed by .....
- o Commissioning by .....
- o Final Acceptance Test, including final documentation, acceptably completed by .....

Without limiting the Seller's responsibility under this Contract, the Seller shall ensure that the tasks agreed in joint meetings as the duties of the Seller will be performed in accordance with the agreed time schedule.

#### 6 DELAY IN DELIVERY

The Buyer is entitled to liquidated damages for late delivery if the acceptance (as set forth in Section 4 above below) of any of the following milestones is delayed due to a reason attributable to the Seller:

- 0,5 % of the total Contract price per each commencing week of delay, if the system specification is not acceptably completed by the agreed date.
- 0,5 % of the total Contract price per each commencing week of delay, if the Factory Acceptance Test is not acceptably completed by the agreed date.
- 1,0 % of the total Contract price per each commencing week of delay, if the Site Acceptance Test is not acceptably completed by the agreed date.

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0,5 % of the total Contract price per each commencing week of delay, if the Final Acceptance Test, including final documentation, is not acceptably completed by the agreed date.

However, the total aggregate sum of liquidated damages is limited to 15% of the total Contract price. The Buyer is entitled to deduct the liquidated damages from the total of the invoice.

The Buyer is not entitled to compensatory damages higher in value than the liquidated damages in case of a delay, unless the delay is caused by the Seller's wilful act, gross negligence or gross carelessness.

If a Party determines that a delay will occur or is likely to occur, it shall, without delay, notify the other Party in writing of such actual or threatening delay and of the effects of such delay on time schedule and take necessary actions at its own cost and expense to prevent and limit such delay (including, without limitation, through overtime work and increased resources).

The Seller is entitled to base a delay upon an act of the Buyer or a failure of the Buyer to fulfil its obligations hereunder only if the Seller notifies the Buyer of such act or failure in writing without undue delay, and always within fourteen (14) days at the latest and provides the Buyer with a written change request in compliance with Section "Changes" below. If the works for which the Buyer is responsible are delayed by the delay of the Seller's drawings or data, the time by which the Buyer has to complete the works in question according to above will be prolonged as necessary for the Buyer. This prolongation will not entitle the Seller to prolong the delivery time.

Small faults and defects, which do not cause any security risks or harm to the Buyer's operation or business and which do not hinder the test run connected with the operation and starting up of the System, are not considered to be delay.

## 7 CONTRACT PRICE

The Buyer undertakes to pay the total Contract price of EUR XXXXXXXX, (in words: EURO YYYYYYY ), excluding VAT. Price break down is indicated in appendix 3.

The price(s) shall be fixed and firm during the contract period, not subject to any escalation, and shall include all costs and expenses for the seller's full and complete performance.

## 8 TAXES AND DUTIES

The Seller and the personnel shall pay the taxes, duties, fees and levies and other impositions levied under the existing, amended or enacted laws during the Contract and the Buyer shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

For goods and services supplied from outside Finland, the Seller shall be entirely responsible for all taxes, duties and other such levies imposed outside Finland.

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## 9 TERMS OF PAYMENT

The Buyer will pay the Seller the purchase price and value added tax, if applicable, against relevant invoice as follows:

- |      |  |
|------|--|
| 10 % | of the total contract price when the contract has been signed and accepted bank guarantee received   |
| 10 % | of the total contract price when system specification has been accepted and accepted bank guarantee received   |
| 40 % | when the Factory Acceptance Test (FAT) at Seller's premises is accepted; payment however due and payable on a provision that the System is delivered on Buyer's Site (DAP Gasum Oy, Kouvola, Finland)  |
| 30 % | when the Site Acceptance Test (SAT) on site has been accepted and Final Acceptance Test has been successfully completed; however Final Acceptance test not later than six (6) months after Site Acceptance Test, if the delay to do Final Acceptance Inspection is solely caused by the Buyer. |
| 10%  | when the system, including final documentation, has been successfully handed over and accepted and bank guarantee for warranty period (10%) received;  |

Agreed changes in the scope of supply shall be invoiced with the third or the last instalment, unless otherwise mutually agreed.

All payments 30 days net after receipt of relevant invoice and fulfilment of agreed provisions.

A delayed payment shall be subject to interest on overdue payment, which is not more than the highest interest rate on overdue payment according to the valid law in interests in Finland. The Buyer is not responsible for the interest on overdue payment, if the delay is due the Seller's mistake or insufficient or inaccurate invoice.

If in the opinion of the Buyer, any service done or supply made is faulty, deficient or defective, the Buyer reserves the right to withhold a reasonable portion of the payments due to the Seller until such deficient is repaired.

## 10 SECURITIES (bank guarantees for advance payments and for warranty period)

The Buyer's obligation to pay advance payments (1-2) to the Seller shall be subject to providing the Buyer with advance payment guarantees for equal amount to the related advance payment. Said guarantees shall be valid until Site Acceptance Test has been accepted. In case the SAT will be delayed and Site Acceptance Test is later than the validity date of the guarantee, the Seller shall extend the validity of the guarantee correspondingly.

The Buyer's obligation to pay the last payment to the Seller shall be subject to providing the Buyer with a warranty guarantee of 10 % of the total order value. Said guarantee shall be valid until the end of warranty period + two (2) months.

All guarantees shall be according to ICC's Uniform Rules for Demand Guarantees Nro. 758, from a first class bank or insurance company, acceptable to the Buyer, in accordance with attached forms (advance payment guarantee, appendix 1 and warranty guarantee, appendix 2).

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The bank guarantees shall be addressed to:

GASUM OY  
Kiehuvantie 189  
45100 Kouvola

for the attention of Ms. Sanna Viitanen

## 11 INVOICING

E-Invoice addressed to Gasum Oy

Operator: Basware Oyj

Operator's ID: BAWCFI22

EDI: 003709698193

or alternatively

by e-mail in pdf-format to

invoices.gasum@bscs.basware.com

- PDF is the only acceptable format,
- one PDF-document is always one invoice (it is not possible to include multiple invoices in one document)
- Attachments must be included in the same PDF-document as the invoice itself

or alternatively

paper invoices to

P.O.Box 815, 00026 Basware".

Contract number and the Buyer's contact person shall be used as reference number in invoices.

All invoices for time based labour shall attached with time sheet accepted by the Buyer (project manager or nominated contact person at site).

## 12 CHANGES

All changes and/or additions to the scope of Contract must be agreed in writing in order to be valid, provided that the possible effects of the changes to the time schedule, the Contract price and the other terms and conditions of the Contract are also agreed in writing at the same time. It is understood that mere information of the status of the delivery, e.g., regarding delays, shall not be considered as a change.

The Buyer may require changes to the content of the scope of Contract, and the Seller shall implement the changes requested by the Buyer for a reasonable price in accordance with the same pricing principles and price levels as originally agreed. The Seller shall provide detailed price break down with estimated hour and material usage for the proposed changes. Notwithstanding the above, the Seller shall implement such changes without any additional charge to the Buyer, unless the Seller is able to



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demonstrate that the change causes additional costs for the Seller. If the scope of Contract is reduced in writing at the request of the Buyer, the Parties shall also agree upon the reduction of the Contract price.

The Parties shall respond in writing or meet to discuss any change if necessary, and the Seller shall advise the Buyer of the likely impact of any change, including any effect to the time schedule, Contract price and the other terms and conditions, promptly upon request, and submit a written Quotation accordingly. In the event Parties cannot reach a Contract for a total price for a change, it shall be performed based on net costs (material net prices + transportation costs + agreed hour rates).

For the avoidance of doubt, during the preparation of a detailed system specification, the modifications made before freezing of realization's initial information do not affect Contract price, provided that the scope of Contract according to the technical specification does not change.

### 13 WARRANTIES

The warranty period of the System is 24 months after the system has been successfully handed over, however, no longer than 36 months from Site Acceptance Test if the delay to do Final Acceptance Test is solely caused by the Buyer.

The same warranty period is also valid for renewed, repaired and replaced System's parts and software starting from the date of putting said parts and software into operation. The Seller's warranty for any parts of the System is no longer than 36 months from the beginning of the original warranty period.

The Seller represents and warrants that it shall deliver, and take all actions as may be necessary for such delivery, including to design, programme, manufacture, test at the Seller's factory, deliver to the Buyer's plant, install and test the System at Buyer's site, interface with other systems and special devices indicated in the Contract, perform the commissioning to ascertain the suitability of the System for productional operation at the Buyer's plant and if and to the extent necessary, make change and/or make additions to the System, at the Seller's cost, if the requirements under this Contract are not met and to provide any and all Services so that:

- (a) the System shall have the required capacity sufficient as to the volumes set forth in the Contract documents ;
- (b) the System and the services shall meet the requirements under this Contract at the time of the Final Acceptance Inspection and thereafter for the duration of warranty period.
- (c) the operation, supervision and maintenance of the System can be performed as set out in the specifications and in a proper and commercially reasonable manner;
- (d) as a result of its obligations under this Section the System shall be at the Buyer's plant at the agreed delivery date installed, tested, commissioned and inspected and in perfect working order; and
- (e) the System shall not decrease the usability of the Buyer's plants.

Further, the Seller represents and warrants that

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- (a) it has the full power to grant the rights and licenses under this Contract;
- (b) it shall arrange statutory inspections, if any, at its own cost and further the Seller shall make all the necessary arrangements for authorities' inspections and tests and shall take care of any information, licenses and registering required for the authorities' approval of the System
- (c) it shall apply in the performance of its obligations under this Contract the state-of-art technology in such a way that the System fulfil the agreed requirements concerning design, software, materials, reliability, usability, serviceability, extension and further development; and
- (d) it shall provide training for the personnel of the Buyer in the use and servicing of the System.

Before the warranty period expires and the Buyer requires in writing, a warranty inspection shall be arranged. The System and fulfilment of the Seller's obligations are inspected and it is evaluated whether the warranty obligations of this Contract have been fulfilled. The Buyer shall prepare the minutes of the results of such warranty inspection.

#### 14 LIABILITY

The Seller is liable for all damages, losses, liabilities, costs and expenses caused by the Seller, the Seller's sub-supplier/-contractor or the System to the Buyer or parties to whom the Buyer is liable for damages or otherwise on the basis of the System or the Contract.

Neither Party is liable for any indirect or consequential, damages or losses, including, without limitation, loss of profits. This limitation of liability shall not be applied to damages that result from (i) breaches of Confidentiality, Intellectual Property Rights, Confidentiality or (ii) wilful misconduct or gross negligence.

The total liability of the Seller under the Contract shall be limited the amount equal to the Contract price or to EUR 500.000,00 whichever is higher. This limitation shall not be applied to wilful misconduct or gross negligence by the Seller.

#### 15 INSURANCE

The Seller shall buy and/or maintain at its' own cost the following insurances:

- a) Liability insurance covering the Seller's liability to third parties and the Buyer with a limit of EUR 2,500,000 for each and every occurrence;
- b) Personnel insurance, which shall cover losses in connection with illness, personal injury or accidental death to employees of the seller to the extent required by applicable laws.
- c) Automobile liability insurance to provide coverage against claims by the Buyer and by third parties in respect of bodily injury (including death) and property damage arising out of or in connection with the use of all owned, leased, non-owned and/or hired vehicles used in the performance of the Works.

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- d) Insurance against loss or damage to all owned and/or leased and/or hired temporary hutments, computers, telecommunication and other office related equipment and contents in the care, custody and control of the seller for its full replacement value whilst in transit to or from the project site and while on the project site.

These policies shall be effective from the start of the working at the buyer's plant and shall be maintained for the duration of the Contract. The Seller shall bear all costs of any excesses, deductibles and exceptions under such insurances.

If either party fails to take out any insurance policy in accordance with the provisions of this article, the other party may take out such insurance policy at the expense of the party required to take out such policy.

The Seller shall, upon demand by the Buyer, provide copies of the insurances' certificates.

## 16 TRANSFER OF TITLE AND RISK

Ownership and liability to loss and damage to the system is transferred to the Buyer when the system has been installed and Site Acceptance Test is approved.

## 17 FORCE MAJEURE

The following and any similar eventual occasions arising after the signing of this Contract and which are fully beyond the parties' control, preventing the fulfilment of the contractual obligations, are considered force majeure; acts of God, fire, war, mobilization or any comparable unexpected military call-up, compulsory recruiting, foreign exchange restrictions, national strike or lockout and riot, which makes it impossible to fulfil the responsibilities based on this Contract.

If the delivery or a part thereof is delayed owing to force majeure, the delivery time shall be extended correspondingly, however not more than the duration of force majeure. Neither party can plead force majeure unless they have submitted written notice without delay when force majeure occurred. The other party must be immediately informed of the expiration of the force majeure.

If the Buyer can not receive the delivery in an agreed way or within an agreed time due to force majeure, the delivery time is regarded to be extended by a period corresponding the time of force majeure, provided that the Buyer has duly informed the Seller about the force majeure.

A delay in sub-contractor's delivery is considered as force majeure only if it is caused by the reasons mentioned above.

## 18 CANCELLATION OF THE CONTRACT

The Buyer is entitled to cancel this Contract or claim price reduction at the Buyer's option

- the Seller has materially breached against the Contract and such breach has not been cured within a reasonable time (not exceeding thirty (30) days) after the Buyer has notified the Seller thereof;

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- the Seller applies for or an application is made for bankruptcy, corporate restructuring, winding-up, restructuring of debts or any similar procedure, or if the ownership structure of the Seller has essentially changed, or the Seller is otherwise in such a financial situation that the Seller cannot be considered capable of fulfilling its contractual obligations and the Seller does not, within a period of time determined by the Buyer, provide the Buyer with a reasonable security approved by the Buyer for fulfilling its obligations;
- a fault, defect or deficiency in the System is not repaired within a reasonable time or repair is not possible, and if the fault or defect is material to the Buyer;
- the Seller, its group company or its subcontractor materially or repeatedly breaches against Law or the Buyer's instructions concerning matters relating to health, safety, security or environment or if such parties actions or omissions typically may cause material damage to the Buyer's reputation;
- a continuation of the Contract results in the Contract being useless or unreasonable for the Buyer due to economical, production based or technical reasons;
- if the delivery is delayed or will be delayed by more than three (3) months for some other reason than force majeure;
- if the functions and guarantees mentioned in the contract and its appendixes are not reached until Final Acceptance Test + two (2) weeks.

The Seller is entitled to cancel this Contract

- if the payments of the Buyer are delayed by more than 3 months for reasons solely attributable to the Buyer
- if the Buyer's construction work or other obligations determined in this Contract have prevented the Seller from starting or continuing the installation work for more than 3 months.

If the Contract is cancelled for any reason due to the Seller as noted above, the Buyer is entitled to get its payments back with an annual interest rate on overdue payment according to the valid law in interests in Finland. In this case the Seller is entitled to get the System or an already delivered part of it back, at Seller's own expense.

If the Contract is cancelled for a reason due to the Buyer as noted above, the Seller shall immediately cease to fulfil the Contract and the Buyer shall compensate the Seller for its actual and direct costs incurred prior to the cancellation date as well as pay a mutually agreed or reasonable termination fee which shall not exceed the accrued portion of the Seller's loss of profits.

If the delivery is delayed or will be delayed owing to force majeure by more than 6 months, both Contracting parties are entitled to cancel the Contract. In that case the contracting parties agree separately on the distribution of the resulting costs.

If the Contract is cancelled for the reasons mentioned above the Buyer is entitled to use the System by paying utilization fee of 10 per cent per year for that part of the Contract price which can be regarded to correspond with the Contract's utilization value at the moment of cancellation of Contract. Terms and conditions shall be agreed mutually, however the SELLER has to agree at least 5 years' utilization if the BUYER so requires.

The cancellation of the contract does not cause any other consequences or responsibilities to the contracting parties than those mentioned above.

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## 19 INTELLECTUAL PROPERTY RIGHTS AND LICENCE GRANT

Unless otherwise agreed in this Contract, this Contract shall have no effect on the intellectual property rights or any other rights that existed prior to the Contract.

The Buyer and its affiliated companies shall receive one perpetual, irrevocable, transferable and worldwide license to use the System in accordance with this Contract.

The license to use the System shall include the free right to

- a) make changes; including, but not limited to, changes to the configuration, installation or operation of the System, and
- b) take such copies of the documentation or any other deliverables in electronic or written form as may be necessary for their use for the intended purpose.
- c) transfer all rights to affiliate

The license(s) to use the System is not limited otherwise than stated in the Contract documents, whether on the basis of the number, configuration, location or model of plants, processing units, users or copies, or on some other comparable ground.

System software source code will not be transferred from the Seller to the Buyer.

Buyer's right of use 3<sup>rd</sup> party software shall be in accordance with this Contract and the agreements between the Seller and 3<sup>rd</sup> parties.

The Buyer is entitled to connect and/or integrate the System with other systems, products and attachments supplied by third parties. Applicability of the Seller's warranties shall in no way be precluded should the Buyer engage in such activity, except that the Seller shall have no obligation relating to warranty to the extent such connection or integration is the direct cause of a warranty breach, provided that such connection or integration is not specified in relevant documentation.

The Seller agrees that all interface protocol specifications necessary in order to connect and/or integrate the System with other system, products and attachments shall be available to the Buyer and its affiliated companies without any extra charge. The Buyer and its affiliated companies shall have the right to engage third parties and furnish such third parties with the said information and access to the System if necessary, (i) to arrange an open Quotation on the expansion of the Systems of the Buyer and/or its affiliated companies, (ii) to arrange the connection of other systems, products and attachments to the System of the Buyer and/or its affiliated companies; and (ii) for integration and/or related support and maintenance purposes. In the event of an engagement described in this Section, the Seller shall at no charge give reasonable assistance to the Buyer and to such third party ensuring that such third party can fulfil its obligations to provide integration and/or support and maintenance services to the Buyer.

Any and all information concerning the Buyer's business processes and procedures (including, without limitation, any information regarding the Buyer's production processes or plants where not commonly known) furnished by the Buyer to the Seller or otherwise revealed to contain the Buyer's trade secrets and know-how, and title and all related intellectual property rights in such information, are and will remain the exclusive property of the Buyer. The Seller shall not have any right to furnish such information, or deliverables that contain or may contain trade secrets or know-how specified in this Section to any third party.

The Seller shall hold harmless and indemnify the Buyer against infringements of the intellectual property rights of a third party. The Buyer shall inform the Seller immediately

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about any claims concerning the intellectual property rights. If it turns out that the System or part of it infringes some intellectual property rights, the Seller shall, without any cost to the Buyer, acquire a licence or change the System's structure so that it is not infringing the intellectual property rights of a third party. In the same way the Seller is responsible for the costs caused by the claims and eventual legal proceedings concerning the intellectual property rights and for the compensations which the Buyer may possibly be obliged to pay.

## **20 PUBLIC DISCLOSURE OF THE CONTRACT**

The Seller shall not make or permit to be made a public announcement or media release about the aspects of this Contract prior Buyer's written consent.

## **21 HEALTH, SAFETY AND ENVIRONMENT REQUIREMENTS**

The Seller shall comply with:

- general health, safety and environmental rules and regulations given by the Buyer
- work related specific health, safety and environmental regulations of its own where not in contradiction with the rules and regulations given by the Buyer
- the provision of laws, rules and regulations given by authorities

The Seller shall report immediately all non-conformance work-related incidents, including near-miss and dangerous situations, and shall take all necessary steps to rescue and protective actions.

## **22 AUDITS**

The Seller agrees to permit the Buyer or, at the Buyer's option, a reputable company engaged in the performance of audit services, to audit, all relevant aspects of the Seller's performance of the Services, as well as to verify charges and other contractual obligations. A third party auditor is expected to execute a confidentiality agreement reasonably acceptable to the Seller prior to the commencement of the audit.

In the event that an audit discloses non-compliance by the Seller with the provisions of this Contract, the Seller shall immediately pay to the party performing the audit all reasonable expenses incurred by such party in performing the audit and remedy the default as the case may be. If an audit reveals an overcharge, the Seller will promptly credit the Buyer for the amount of any paid overcharge.

In the event that an audit discloses non-compliance by the Seller which is then not rectified within a reasonable period of time from a written notice thereof, the Buyer has the right to terminate the Contract.

## **23 REPORTING**

Detailed requirement of Seller's reporting according to purchase requisition 3060009\_3-06A-00004 (chapter 7.3)

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## 24 CONTACT PERSONS

For realization of the purpose of this Contract the contracting parties have appointed the following contact persons, who are responsible for all issues connected with the delivery:

Contact person of the Buyer is Mr. Tero Tikka,  
e-mail: tero.tikka@gasum.fi  
and for technical information Mr. Jukka-Pekka Mikkonen  
e-mail: jukka-pekka.mikkonen@nestejacobs.com

Contact person of the Seller is .....  
e-mail:  
and for technical information .....  
e-mail:

## 25 PERSONNEL

The Seller shall assign personnel of appropriate qualification and experience to perform and fulfil its obligations under this Contract. The personnel assigned by the Seller to perform the Services shall be in an employment relationship with the Seller or its permitted subcontractor and the Seller shall perform, and in the case of the Seller's permitted subcontractors personnel, cause its subcontractors to perform, all the employer's statutory obligations with regard to such personnel's employment relationships, including but not limited to pension and social security. The Seller warrants that all personnel assigned by the Seller to perform the Services are employees of the Seller or its permitted subcontractors, and that under no circumstances shall any employment relationship exist between the Buyer and any of Seller's personnel or permitted subcontractors.

All changes in personnel of the Seller providing the Services shall be discussed between the Parties in advance.

The Seller is obliged to replace, without unreasonable delay and at no cost to the Buyer, any member of the Seller's personnel assigned to perform the Seller's obligations under this Contract immediately upon the Buyer's reasonable direction.

The Seller and its subcontractors shall pay adequate provisions to its labour force. If so requested by the Buyer, the Seller shall forward to the Buyer all relevant information concerning the working conditions and compensation of its own and its subcontractors' labour force, including, but not limited to, applicable labour agreements and thereto related payments.

The Seller/Contractor is liable for its and its sub-supplier's/contractor's compliance with all applicable laws, regulations and work safety regulations valid in Finland or the Seller's / Contractor's country; including, Finnish Posted Workers Act (Finlex 1146/1999 and EU directive 96/71/EC) and Aliens Act (Finlex 301/2004)

If applicable, the Seller shall have a representative in Finland who is authorised to act for the Seller as its representative in a court of law and to receive on behalf of the Seller writs of summons and other documents issued by the authorities. The representative shall be selected no later than at the date when the posted worker starts working and the authorization shall be valid for a minimum of twelve (12) months after the date at which the last of the posted worker(s) ceases working in Finland. The cost and expenses incurred due to the posted workers act shall be borne by the Seller.

23.02.2017

Furthermore, the Seller represents and warrants that all of its and its subcontractors' foreign employees have a valid permit of residence or other permit for performing work in Finland.

## 26 RESOLUTION OF DISPUTES AND APPLICABLE LAW

The Buyer and the Seller shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them or in connection with the Contract.

If the Parties fail to resolve such a dispute or difference by mutual consultation within thirty (30) days from the commencement of such consultation, either party may require that the dispute will be settled in the District Court in Kouvola, Finland; unless otherwise agreed by both parties.

This Contract shall be governed by Finnish law.

## 27 ASSIGNMENT

Neither contracting party has a right to assign this Contract to any third party without the other party's prior consent in writing.

## 28 CONTRACT BECOMING EFFECTIVE

This Contract shall become effective upon signing of it by both contracting parties.

This procurement contract, duly approved by the two undersigned parties, has been prepared in two identical copies, one for each party.

Place and date  
In Kouvola XX.XX.2017

Place and date  
XXXXX XX.XX.2017

**Gasum Oy**  
**Tero Tikka, Project Manager**

**[Seller]**

## APPENDICES

1. Minutes of contract preparation meeting (if any)
2. Purchase requisition No. 3060009\_3-06A-00004, rev x with appendices
3. Advance payment guarantee
4. Warranty guarantee
5. Quotation No. .... dated .....20....