

GENERAL TERMS AND CONDITIONS FOR PURCHASING SERVICES – 2022

1. GENERAL

1.1. Definitions:

"Uponor" means the Uponor Group company, including its Affiliates, purchasing Services from Service Provider.

"Affiliate" shall mean Uponor Corporation, and any company in which, and for so long as at least fifty per cent (50%) of the outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, now or hereafter, directly or indirectly owned by Uponor Corporation.

"Agreement" means any agreement or purchase order these terms & conditions ("Terms") are attached to. The Agreement includes these Terms as per definition.

"Service Provider" means the entity or individual who provides Services to Uponor under the Agreement.

"Services" mean all services provided by Service Provider to Uponor and identified in further detail in the Agreement, including "Deliverables" meaning all results, materials and data in whatever form produced during and resulting from, the provision of Services.

1.2. Uponor purchases Services from Service Provider exclusively on the terms stated in the Agreement. All terms and conditions of Service Provider are excluded, even if they are referred to elsewhere, appended to Agreement or posted on a website.

2. CHANGE OR CANCELLATION

2.1. Changes to scope, price or schedule of Services must be agreed in writing between the parties and executed with separate change orders. If a change order is not in place, Services cannot be invoiced.

2.2. Uponor may at any time cancel or terminate the Agreement without cause and without liability by providing Service Provider with a written notice no later than seven (7) days prior to any partial or total delivery of Services.

2.3. If Uponor cancels or terminates any Services or the Agreement, totally or in part, Uponor will pay to Service Provider for any completed and approved Services subject to the pricing terms of the Agreement, and for unfinished Services according to the percentage of Services completed.

3. WARRANTY

3.1. Service Provider warrants to perform Services fully in accordance with all descriptions and specifications set out in the Agreement. Services will be of the highest quality, free from defects in design or materials, and fit and functioning for their particular purpose. Service Provider warrants that neither the Services nor Uponor's use of Services shall infringe any patent, patent application, registered design, trademark, copyright, or other intellectual property right of a third party ("Third Party Right").

3.2. Service Provider further warrants that Services are provided in accordance with applicable laws, administrative regulations and requirements of any applicable industry standards and best industry practices.

4. PERSONNEL

4.1. Service Provider assigns personnel of appropriate qualification and experience to perform Services under the Agreement. Service Provider agrees to promptly replace any person Uponor deems lacking the necessary competence or finds difficult to collaborate with.

4.2. Service Provider is fully liable for the employers' obligations pertaining to its personnel. A relationship of an employer and employee will under no circumstances be deemed to arise between Uponor and Service Provider or Service Provider's personnel.

4.3. Service Provider is responsible for supervising the performance of Services, unless explicitly otherwise agreed. Uponor's failure to supervise Services does not relieve Service Provider from this obligation.

4.4. Service Provider may only engage subcontractors to perform parts of Services if approved by Uponor in writing. Service Provider remains fully liable for the performance of subcontractors.

5. DELIVERY

5.1. Time is of the essence in the performance of Services. Service Provider must perform Services according to the schedule specified in the Agreement and immediately inform Uponor of any likely or actual delay and propose a new schedule in writing.

5.2. If Services or parts of it are delayed, Uponor has the right to terminate the Agreement in whole or in part.

5.3. If Service Provider is in delay other than due to Force Majeure or a reason solely attributable to Uponor, Service Provider must pay to Uponor liquidated damages in the amount of two (2) percent of the price of Services for each beginning week of delay, however not exceeding twenty (20) percent of the total price for Services. Uponor has the right to deduct the amount of the liquidated damages from any Service Provider's invoice. "Force Majeure" means an unforeseeable event beyond the control of the affected party, that makes it impossible for a party to perform its obligations under the Agreement either temporarily or permanently, and is one of the following: fire, flood, war, mobilization, embargo, blockade, riot, government restriction, third-party industrial action, or insurrection.

5.4. Nothing in this section 5 limits remedies available to Uponor, and Service Provider agrees to indemnify Uponor against any damage due to a delay in full.

6. ACCEPTANCE

6.1. Uponor has the right but no obligation to accept Services, if (i) the Services conform to all requirements set out in the Agreement, (ii) all errors have been corrected and (iii) all Services have been delivered to Uponor according to the schedule set out in the Agreement. If Uponor determines that Services do not meet these conditions of acceptance, Uponor has the right to reject Services in whole or in part, regardless of whether Services have been paid for ("Rejected Services").

6.2. Rejected Services constitute a material breach, which entitles Uponor to terminate the Agreement, without prejudice to any other right or remedy of Uponor under the Agreement or law. Uponor has the right but no obligation to provide Service Provider with a reasonable opportunity to correct the Rejected Services at Service Provider's sole cost and expense. Upon request, Service Provider must promptly return any payments made for the rejected Services without any retention or offset whatsoever.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. All right, title and interest in and to all copyrights, patents and other intellectual property rights arising out of or related to Services and Deliverables are the exclusive and sole property of

Uponor ("Intellectual Property Rights"). Service Provider covenants not to engage in any act that could jeopardise any rights of Uponor to Services and Deliverables hereunder.

7.2. Service Provider must upon request, with no cost to Uponor, promptly execute and deliver all documents required to effectuate vesting in or transfer to Uponor of such rights, including without limitation documents required from Service Provider's employees and subcontractors.

7.3. To the extent it is impossible, as a matter of law, to transfer the ownership of Intellectual Property Rights from Service Provider or its employees or subcontractors to Uponor, Service Provider hereby grants - and procures its employees and subcontractors to grant - to Uponor a sole, worldwide, fully paid-up, unlimited, irrevocable and perpetual right and license to use, exploit, distribute and modify, in all possible ways, Intellectual Property Rights in and to Services and Deliverables.

7.4. Uponor has the sole right to modify, amend, alter, adapt, sublicense, or copy the Deliverables and Uponor will own the rights to such modifications, amendments, adaptations, modules, copies, or derivative works resulting from Services and Deliverables.

7.5. Uponor continues to own all its Intellectual Property Rights, whether under the Agreement or otherwise, and no explicit or implied licenses are hereby granted to Service Provider.

7.6. Service Provider hereby covenants not to assert a claim or otherwise bring a suit before any court or administrative agency against Uponor, its Affiliates, subcontractors or direct/indirect customers solely pertaining to their use of Services and Deliverables.

8. PAYMENT TERMS

8.1. The agreed price for Services must be paid by Uponor within thirty (30) days from the receipt of an undisputed invoice. Unless otherwise explicitly agreed in writing, the agreed price is paid upon full delivery of Services.

8.2. Any compensation for travelling must be approved by Uponor in writing before any travelling costs are generated. Uponor has no obligation to compensate unapproved traveling costs to Service Provider.

8.3. All amounts payable are gross amounts. Uponor is entitled to deduct any applicable withholding taxes from payments. Service Provider must comply with any applicable tax, employment, and other legislation and is responsible for any taxes or public payments related to its income or personnel.

8.4. Both Uponor and Service Provider pay all taxes and levies imposed on either of them under any applicable law, regulation or tax treaty resulting from this Agreement and submit evidence to the other party on such paid taxes as may be required by either party to obtain any credits available to it.

9. INDEMNITY

9.1. Service Provider shall defend, indemnify and hold Uponor, its Affiliates, employees, directors, officers, representatives, subcontractors and direct/indirect customers harmless from and against all claims, liability, damages (including indirect, consequential, special, punitive or exemplary damages), loss, costs and expenses (including legal expenses) claimed from, incurred or paid by or made, brought or awarded against Uponor, its Affiliates, subcontractors or direct/indirect customers as a result of or in connection with (i) infringement or alleged infringement of intellectual property rights of third parties attributable to

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Services or Deliverables or their use, (ii) breach of the Agreement by Service Provider, (iii) negligence or wilful misconduct, or, if applicable, (iv) damage caused by Services and/or Deliverables or their use (including liability arising out of personal injury or death or any damage to property).

10. TERMINATION

10.1. In addition to Section 2, Uponor may terminate this Agreement immediately with a prior written notice to Service Provider if (i) the Service Provider materially breaches the Agreement and fails to remedy such breach within fourteen (14) days from the receipt of the respective notice, (ii) there is a significant change in the ownership of the Service Provider, or (iii) the Service Provider becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors or an administrator is appointed over any of Service Provider's business or assets.

11. CONFIDENTIALITY

11.1. "Confidential Information" means information Uponor considers confidential or proprietary, whether in written, oral or other tangible or intangible form. For the sake of clarity, also Services and Deliverables and prices paid by Uponor for Services are considered Confidential Information.

11.2. Service Provider keeps Confidential Information secret and strictly confidential, and shall not, without the prior written consent of Uponor publish, divulge, make available or disclose the Confidential Information to a third party. Service Provider uses Confidential Information only to complete the purpose of the Agreement. Service Provider protects Confidential Information with at least the same degree of care it uses while protecting its own business secrets, which shall not be less than a reasonable standard of care.

11.3. Subject to the foregoing, Service Provider may disclose Confidential Information only to its officers and employees who are advised of these confidentiality obligations and who have a strict need to know for carrying out the Agreement. Service Provider is and remains fully liable for its employees' compliance with the confidentiality and non-use obligations of this Agreement.

11.4. The obligations of confidentiality and non-use do not apply to information that Service Provider can establish (i) was lawfully in Service Provider's possession by being generally available or otherwise in the public domain before it was received from Uponor; or (ii) is or becomes a matter of public knowledge through no fault of Service Provider; or (iii) is or was independently developed by Service Provider without use of or reference to Confidential Information; or (iv) it is required to disclose by law, court order or a governmental agency, in which case Service Provider must give Uponor sufficient notice, provide information of the requirement as soon as possible, and disclose Confidential Information only to the extent absolutely required.

Specific Confidential Information, e.g. engineering and design practices, techniques, products, software, operating parameters, is not within the scope of above exclusions merely because it is included in more general information available in the public domain or in possession of Service Provider. In addition, any combination of information is not within the scope of above exclusions merely because all individual parts of such information are

in the public domain or in the possession of Service Provider.

11.5. Service Provider acknowledges and agrees that all Confidential Information and rights related to it are and remain the exclusive property of Uponor and its Affiliates. No license under any trademark, patent, copyright or any other Intellectual Property Right is granted or implied to the Service Provider whether by disclosure of Confidential Information or otherwise.

11.6. Confidential Information or its disclosures to Service Provider do not constitute a representation, warranty, assurance, guarantee or other inducement of any kind, express or implied, and, in particular, with respect to the non-infringement of Intellectual Property Rights or other rights of third parties, or adequacy, accuracy or completeness of the Confidential Information for the completion of the Agreement.

11.7. Service Provider limits the production of notes, sketches, and copies of Confidential Information to a quantity reasonably necessary for carrying out the Agreement and shall return or destroy any Confidential Information disclosed under this Agreement upon written request of Uponor.

To clarify, Section 11.7. does not require Service Provider to return, destroy, or delete copies of computer records containing Confidential Information created pursuant to automated processes such as document retention, archiving or back up procedures, provided that such copies: (i) are kept confidential and cannot be accessed in the regular course of business; (ii) are maintained and archived in compliance with reasonable information security standards; and (iii) are properly deleted as required by the Service Provider's document retention, archiving, or back up procedures.

11.9. This section 11 shall survive expiration or earlier termination of this Agreement for any reason for a period of five (5) years from the date of disclosure of Confidential Information.

12. MISCELLANEOUS

12.1. Uponor's suppliers, including Service Providers, are expected to meet standards set forth in Uponor's Supplier Code of Conduct available at www.uponorgroup.com. Uponor expects its suppliers to familiarise themselves with and follow the Supplier Code of Conduct. A breach of the Code of Conduct is considered a material breach of agreement.

12.2. Service Provider shall comply with trade restrictions, such as EU, UK, UN and US export restrictions.

12.3. During and in connection to the provision of Services, Service Provider is required to ensure a level of cyber security and data security that meets or exceeds relevant industry standards.

12.4. No waiver by Uponor of any breach of the Agreement by Service Provider shall be considered as a waiver of any subsequent breach of the same or another provision. If any provision of the Agreement is held to be invalid or unenforceable, the validity of the other provisions of the Agreement shall not be affected.

12.5. Service Provider shall not assign or transfer the Agreement to a third party without prior written consent of Uponor.

12.6. Sections 1, 3, 5.3, 7, 9, 11 and 13 survive any termination of the Agreement.

13. GOVERNING LAW AND DISPUTES

13.1. The Agreement is governed by and construed in accordance with the laws of the country where Uponor has registered place of business, excluding the country's rules on choice of law.

13.2. Any and all disputes arising out of or in connection with the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The arbitration shall be held in English in the city where Uponor has its registered place of business. The award shall be final and binding on the parties.