

# HELEN SUPPLIES

2024



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## HELEN SUPPLIES

### 1. Definitions

#### 1.1 Subcontractor

A third party contributing to the fulfilment of contractual obligations referred to in the procurement contract.

#### 1.2 Document

Documents include operating instructions, manuals, guidelines and other documents required for using the supplies.

#### 1.3 Procurement contract

A contract between Helen and the Supplier for the delivery of supplies in accordance with the terms of contract. Procurement contract means the documents referred to in chapter 21.

#### 1.4 Helen

Helen Ltd or a subsidiary belonging to a group alone or in combination with Helen Ltd.

#### 1.5 Affiliated Person

Any company belonging to the group of companies of the Supplier, subcontractor(s) of the Supplier, any direct or indirect shareholders or other owners of the Supplier or other beneficial owner(s) of the Supplier or any member of the government, corporate or supervisory body or other duly authorized representative of any of the foregoing entities, or any company or person participating in providing the supplies or other delivery set out under this contract.

#### 1.6 Handover

The moment when the supplies have been handed over to Helen in accordance with the delivery terms.

#### 1.7 Change

A change to or additional work agreed with regard to the original scope or content of the delivery.

#### 1.8 Sanction

Any trade sanctions (including but not limited to export control, export restrictions, embargoes and economic sanctions asset blocking/freezing, trade embargoes or other similar financial restrictions) imposed on entities, private persons, or countries under any law, regulation, decree, directive ordinance or legally binding order, rule or requirement of the European Union, any EU Member State, Switzerland, United Kingdom, other European country or by the Office of Foreign Assets Control of the U.S Treasury Department or by the U.S Department of State of the United States of America or United Nations or by public authorities in Finland.

#### 1.9 Contractual penalty

A penalty separately agreed by the contracting parties which the Supplier is obliged to pay to Helen in cases of breach of contract separately specified by the contracting parties. Helen shall have the right to contractual penalty without having to demonstrate the losses to Helen that arose from the Supplier's breach of contract.

#### 1.10 Supplies

The supplies that are the subject of the procurement contract and the related services, documents and intellectual property rights, if any, to the agreed extent.

#### 1.11 Supplier

The company or other operator which has undertaken to deliver the supplies for Helen.

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#### 1.12 Ukraine-regulation

Council regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, any regulations amending it and/or any other similar regulation issued by the European Union concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine.

#### 1.13 Liability for risk

Liability for the destruction, disappearance, deterioration or diminution of the supplies beyond the other contracting party's control.

#### 1.14 Delay penalty

A penalty that the Supplier is obliged to pay to Helen in the event of delay caused by the Supplier.

#### 1.15 Defect

If the supplies do not meet the requirements set in chapter 4, they are defective.

## 2. Contact persons

2.1 Both contracting parties shall nominate a contact person whose task it is to supervise and monitor the implementation of the procurement contract and to communicate on issues relating to its implementation. Unless otherwise agreed, the contact person has no right to change the procurement contract. A contracting party must inform the contact person of the other contracting party without delay and in writing if a contact person changes.

## 3. Subcontracting

3.1 The Supplier bears overall responsibility for meeting the obligations under the procurement contract, regardless of whether the Supplier is using subcontractors.

3.2 The Supplier has the right to use subcontractors to fulfill its contractual obligations. The Supplier shall be responsible for the work of the subcontractor as if it were its own and for ensuring the subcontractor's compliance with obligations under the procurement contract.

3.3 The Supplier has no right to change a subcontractor named in the procurement contract or a subcontractor contributing to the fulfilment of fundamental contractual obligations without Helen's consent.

3.4 If, however, a subcontractor named in the procurement contract or a subcontractor contributing to the fulfilment of fundamental contractual obligations is unable to contribute to the fulfilment of obligations under the procurement contract for reasons independent of the Supplier or through force majeure, the Supplier has the right to replace the original subcontractor with another subcontractor able to offer corresponding resources and quality that meets with Helen's approval. Helen may only refuse to accept a replacement subcontractor proposed by the Supplier for a justified reason. If the Supplier is unable, within a reasonable period of time, to propose a replacement subcontractor that Helen can approve, Helen shall have the right to terminate the procurement contract with six (6) months' notice.

3.5 Upon request of Helen, the Supplier shall provide an account of the subcontractors it uses.

3.6 Should Helen so require, the Supplier is obliged to replace a subcontractor who is subject to the mandatory criteria for exclusion referred to in section 84 of the Act on public contracts by contracting authorities in the water, energy, transport and postal services sectors (1398/2016) or a Sanction, even if the criteria or the Sanction arose after the beginning of the contractual relation. If it is impossible to replace the subcontractor, Helen has the right to terminate the procurement contract with immediate effect.

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## 4. Properties of supplies

4.1 The type, quantity, quality and other properties of supplies must correspond to that which has been agreed. The supplies must also correspond to the information provided on them to the Supplier.

4.2 Unless otherwise agreed, the supplies must be suitable for the purpose for which such supplies are generally used or be suitable for the specific purpose for which the supplies are intended to be used if the Supplier has been made aware of this purpose. The quality of supplies must at least correspond to any samples and specimens delivered to the customer in advance.

4.3 The supplies must fulfil the regulations of the European Union's mandatory legislation and of Finnish laws and decrees, as well as regulations issued by the authorities with respect to, for example, structure, equipment, occupational and fire safety, and electrical safety.

4.4 The supplies must be accompanied by all certificates, permits and other documents that are to be acquired by the Supplier and which are needed for using the supplies.

4.5 The Supplier must deliver to Helen drawings and instructions and other information and documents included in the contract which are needed for the installation, repair, maintenance and use of the supplies. The information and documents must be in the Finnish language unless Helen has approved the delivery of these in another language.

4.6 The Supplier shall guarantee the availability of maintenance and spare parts for the supplies at reasonable prices and terms in the prevailing circumstances. Unless otherwise agreed, maintenance and spare parts must be available for a period corresponding to the general useful life of the supplies, but no more than 10 years after the guarantee has ended. If the original spare part is not available, a functionally equivalent spare part is accepted as serviceable. The Supplier is obligated to demonstrate the equivalence of the spare part.

4.7 The Supplier may, with the consent of Helen, replace the supplies specified in the procurement contract with other supplies. The replacement supplies must fulfil the requirements stipulated in the procurement contract and their properties must correspond with those of the original supplies. The Supplier must deliver replacement supplies at a price no greater than that of the original supplies.

## 5. Price

5.1 The price shall be fixed for 12 months from the beginning of the contract period unless otherwise agreed. The price does not include value-added tax.

5.2 The Supplier shall invoice value-added tax in accordance with the Value-Added Tax Act in force.

5.3 The price shall include all costs incurred from providing the supplies and service, including travel and accommodation costs, daily allowances, overtime compensation and any indirect taxes and fees, excluding value-added tax, payable by the Supplier and applicable at the deadline for tenders.

5.4 Unless otherwise agreed, the Supplier shall not be entitled to levy minimum delivery or invoicing charges.

5.5 Any advance payment shall be considered a fixed part of the contract price.

5.6 The Supplier shall have the right to take into consideration in the price direct costs arising from new public fees decreed by the authorities or increases of existing fees that take place after the submission of the tender and directly influence the supplies provided for Helen, provided that they were not known about when making the tender and that the Supplier is able to demonstrate grounds for the price change. In that case, the price of the supplies shall change accordingly from the date when the abovementioned changes enter into force. The

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Supplier has the aforementioned right even in the case where the price is fixed. Should Helen so demand, the Supplier is also obliged to observe in the price any changes caused by the elimination or reduction of such fees.

5.7 The Supplier has the right to change the price of the supplies during the contract period when the following conditions are met:

- The price change is based on general cost development;
- The grounds for the price change have arisen after the procurement contract was signed;
- The grounds for the price change have a direct impact on the price of the supplies in accordance with the procurement contract; and
- The grounds for the price change are not attributable to the Supplier's own conduct.

The Supplier must submit the proposal for a price change in writing at least three (3) months before the price change enters into force. The price change may enter into force at the earliest after 12 months from the beginning of the contract period or a previous price change based on the Supplier's initiative. The Supplier must present to Helen an appropriate and detailed explanation of the reasons for the cost development and price change.

5.8 Helen has a similar right to propose a price change during the contract period when the conditions referred to in section 5.7 are met. Helen must submit the proposal for a price change in writing at least three (3) months before the price change enters into force. The price change may enter into force at the earliest after 12 months from the beginning of the contract period or a previous price change based on Helen's initiative. Helen must present upon request an appropriate and detailed explanation of the reasons for the cost development and price change.

5.9 If the contracting parties are unable to agree unanimously on a price adjustment, both parties have the right to terminate the procurement contract with six (6) months' notice. Notice must be given in writing before the new prices enter into force. Prices valid before the price adjustment proposal was submitted will apply during the notice period.

## 6. Terms of payment

6.1 The Supplier will primarily use electronic invoices in invoicing Helen.

6.2 The due date of electronic invoices is 45 days from the arrival of an acceptable invoice.

6.3 Unless otherwise agreed, the Supplier shall be entitled to send an invoice for agreed payments when the supplies have been delivered. Regular payments shall be invoiced at agreed invoicing intervals in arrears. Invoices must include an itemization of the grounds for invoicing.

6.4 If Helen fails to pay an invoice by the due date, the Supplier shall have the right to charge interest on arrears in accordance with the Interest Act (633/1982) and reasonable collection costs.

6.5 The Supplier shall have the right to cease fulfilment its contractual obligations if a clear and uncontested payment is delayed for more than thirty (30) days and the delayed payment is substantial. The Supplier must notify Helen in writing of such a cessation at least fifteen (15) days before implementing it. The notification can be made immediately in the case of neglect.

6.6 Helen shall have the right to withhold from an unpaid sum costs arising from the repair of defective supplies or from the procurement of new, corresponding supplies due to a delay of supplies, as well as any delay penalty under the procurement contract or other possible contractual penalty and guarantee period security alongside interests accumulated for the advance payment in case of delay or termination.

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## 7. Security

7.1 If the customer is required under the procurement contract to make an advance payment, the Supplier must, before the advance payment is made, post security to the satisfaction of the customer, which must be at least as much as the advance payment. The security must be valid for at least one month beyond the delivery time specified in the procurement contract. The Supplier must extend the validity of the security in the event of the delivery being delayed.

7.2 If security for the guarantee period has been agreed, the Supplier must before the guarantee period begins post security to Helen's satisfaction which must be at least ten (10) per cent of the contract price, excluding value-added tax. The security must remain valid for at least one month beyond the expiry date of the guarantee period.

7.3 A bank deposit made in Helen's name or an absolute suretyship granted by a sound financial or insurance institution or other security acceptable to Helen shall primarily be accepted as security for any advance payment or guarantee period.

7.4 The Supplier shall be responsible for all costs arising from acquiring the security.

## 8. Handover of supplies and transfer of liability for risk

8.1 The Supplier shall hand over the supplies to Helen at the time specified in the procurement contract. The supplies or part thereof must not be handed over before the agreed time without Helen's consent.

8.2 Unless otherwise agreed, the delivery terms are "Delivered duty paid" (DDP, Incoterms 2010).

8.3 The liability for risk transfers to Helen when the supplies have been handed over to Helen in accordance with the delivery terms.

8.4 If the supplies are not handed over at the right time and this is due to Helen or a factor on the part of Helen, liability for risk shall be transferred to Helen when the Supplier has performed what the handover requires from the Supplier, and Helen has been notified of the matter in writing. The Supplier may not, without Helen's consent, insure at Helen's cost supplies whose risk lies with Helen under the procurement contract.

8.5 The Supplier shall be liable for such supplies, parts and accessories of Helen that Helen has transferred to the Supplier's possession for storage, repair or further processing.

## 9. Inspections prior to handover, supervision and acceptance inspections

9.1 Helen has the right to inspect the supplies prior to their handover.

9.2 The inspections and control performed by Helen before handover will not limit the Supplier's obligations and liability.

9.3 After the handover of the supplies, Helen shall perform an acceptance inspection as soon as circumstances permit. The supplies will be deemed approved unless Helen makes a claim concerning a defect in them within a reasonable period.

9.4 The Supplier and Helen both have a general obligation to cooperate in furthering inspections and the acceptance inspection. Each contracting party is responsible for their expenses arising from inspections.

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9.5 Any defects perceived in inspections and the acceptance inspection must be removed by the Supplier at its own expense without unreasonable delay. Helen is under no obligation to reimburse the Supplier the costs arising from supplies that become unserviceable or lose value in the course of a normal inspection.

9.6 If there is a defect in the supplies, the Supplier will be responsible for all costs arising to Helen from repeating the inspection, handling and transport.

## 10. Delay

10.1 If a contracting party realizes that it will be delayed in the delivery or in its obligations or considers a delay probable, the delaying contracting party must, immediately and in writing, notify the other contracting party of the delay and its impact on the fulfilment of the procurement contract. In the event of delay on the Supplier's part, the Supplier must notify Helen of a new delivery time as soon as possible.

10.2 A delay in installation and start-up as well as a delay in the supply of other information necessary for use or other information required by the procurement contract will be regarded as equivalent to a delay in delivery.

10.3 If the delivery is delayed for a reason caused by the Supplier, Helen has the right to a delay penalty. Helen shall have the right to a delay penalty without having to demonstrate that the Supplier's delay would have resulted in losses for Helen. Unless otherwise agreed, the delay penalty shall be one (1) per cent of the value, excluding value-added tax, of the delayed delivery for every beginning seven (7) day period by which the Supplier exceeds the agreed due date. The delay penalty will be charged for a maximum of ten (10) weeks. The delay penalty is the sole compensation of the delay and Helen shall not be entitled to any other compensation for the Supplier's delay, except where the delay is of such duration that Helen is entitled to terminate the contract pursuant to paragraph 12.7 or the delay is caused by the Supplier's intent or gross negligence pursuant to paragraph 14.6. In such a case, Helen shall be entitled to compensation for damage caused to the extent that the amount of the damage exceeds the amount of the delay penalty to be paid to Helen and any other contractual penalty separately agreed between the contracting parties. Helen shall in any case be entitled to interest in accordance with paragraph 10.4.

10.4 If Helen has made an advance payment and delivery is delayed for a reason caused by the Supplier, the Supplier will be obliged to pay annual interest for the delay period according to the Interest Act for the part of the advance payment that corresponds to the value of the delayed supplies.

10.5 On the basis of delay, Helen has the right to withhold payment for the supplies. Helen may not, however, withhold a sum that apparently exceeds the claims to which he is entitled on the basis of the delay.

10.6 If the Supplier's performance is delayed and the delay is of essential significance for Helen with regard to the nature of the supplies, Helen shall have the right, at the Supplier's expense, to acquire substitute supplies of a corresponding standard from a third party (right to cover purchase). Helen shall inform the Supplier about using the right before acquiring the substitute supplies.

10.7 A procurement contract can be terminated on the basis of substantial delay in accordance with paragraph 12.7.

10.8 Helen has the right to withhold interests and costs referred to in paragraphs 10.3, 10.4 and 10.6, in accordance with paragraph 6.6, due to a delay in supplies.

## 11. Guarantee

11.1 The guarantee period shall be 24 months, unless otherwise agreed. The guarantee period begins from the day on which the supplies were handed over to Helen. Should Helen find the supplies defective in the



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acceptance inspection, the guarantee will only begin from the day on which the Supplier has remedied the defect.

11.2 The guarantee will cover all defects that appear during the guarantee period. The guarantee will not, however, cover defects that arise from the supplies being used contrary to operating instructions or otherwise incorrectly or from normal wear and tear of the supplies.

11.3 The Supplier is obliged, without delay and at its own expense, to remove all defects that appear during the guarantee period or to deliver new supplies to replace the defective ones. Repairs under guarantee also include amendments corresponding to the repair in documents relating to the supplies.

11.4 Unless otherwise agreed, the guarantee period of the supplies will be extended by the amount of time that the supplies could not be used due to a defect. The length of the guarantee period will, however, be at most twice that of the original guarantee period.

11.5 If, during the guarantee period, a defect appears in the supplies and there is justified reason to assume that the same defect will also appear in other supplies (typical defect), the Supplier is obliged to remedy this defect in all supplies that have been and will be delivered under this contract.

11.6 Helen must deliver supplies for repair under guarantee to the location in Finland indicated by the Supplier. The Supplier will be responsible for costs relating to the repair under guarantee as well as for expenses arising from the delivery and return of the supplies for repair under guarantee.

11.7 If the Supplier fails to fulfil its warranty obligations within a reasonable time of Helen having informed about a defect, Helen has the right to have the necessary repairs made by a third party and demand the costs incurred as damages from the Supplier in accordance with Section 14. Helen must inform the Supplier in advance of the intention to have the repairs made by a third party. Helen has the right to demand a price reduction instead of repairs.

11.8 Even after the guarantee period, the Supplier is obliged, without delay after being notified, to remove, at its expense, defects appearing in the supplies which were present in the supplies when risk transferred to Helen and which Helen could not reasonably have noticed in the acceptance inspection or during the guarantee period. The Supplier shall only be liable for defects for which a claim has been submitted to the Supplier no later than sixty (60) months after acceptance of the supplies.

## 12. Defect, price reduction and cancellation of the contract

12.1 The defectiveness of supplies shall be assessed based on the properties of the supplies when liability for risk is transferred to Helen. The Supplier is responsible for a defect that was present in the supplies at this time, even if the defect is detected later.

12.2 If the supplies have a defect, Helen must inform the Supplier about the defect within a reasonable period of the defect being detected or of the time it should have been detected.

12.3 The Supplier must inform Helen about receipt of the notification of defect and initiation of measures no later than 14 days after receiving the notification.

12.4 If a defect observed in the supplies is one that prevents taking the supplies into their intended use, Helen is entitled to withhold payment of the purchase price until the Supplier has removed the defect.

12.5 If there is a defect in the supplies, the Supplier will examine the cause of the defect at its own expense and rectify it without delay. The Supplier may be released from liability by demonstrating that the defect did not arise from a factor within the Supplier's responsibility. In such a case, the Supplier is entitled to charge for investigating and rectifying the defect in accordance with the usual price list.

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12.6 If the Supplier has not repaired a defect or supplied a replacement product in accordance with agreed terms and conditions, Helen shall have the right to a price reduction from the Supplier.

12.7 Each contracting party may cancel the procurement contract completely or partly if the other contracting party has substantially violated its contractual obligations or it is evident that a substantial breach of contract will take place. A substantial breach of contract shall be deemed to be, for example, that the supplies do not correspond to those agreed and Helen is entitled to the maximum amount of delay penalty under paragraph 10.3 or if the supplies delivered are substantially defective and the Supplier is unable to remedy the defect in the supplies or if the delays or defects occur repeatedly.

12.8 If Helen has made an advance payment, the Supplier shall, when the procurement contract is cancelled, pay back to Helen the advance payment it received plus interest calculated according to the Interest Act from the date the advance payment was made, to the repayment date.

12.9 If a defect caused by the Supplier cannot be remedied or if the Supplier fails to remedy the defect within a reasonable period of time, Helen shall have the right, at the Supplier's expense, to have the supplies repaired by a third party or acquire substitute supplies of a corresponding standard from a third party (right to cover purchase). Helen shall inform the Supplier about using the right before making the cover purchase.

12.10 Helen has the right to withhold interests and costs referred to in paragraphs 12.6, 12.8 and 12.9, in accordance with paragraph 6.6, due a defective supply.

### 13. Force majeure

13.1 Force majeure is deemed to be an unusual and relevant event, occurring after the signing of the procurement contract and preventing the fulfilment of the contract, which the contracting parties had no reason to take into account when signing the procurement contract and which is beyond the control of the contracting parties, and whose consequences cannot be prevented without unreasonable additional cost or waste of time. In the event of force majeure the contracting parties are released from their fulfilment of the contract for the duration of the force majeure. Such an event may be war, act of terrorism, rebellion, internal unrest, expropriation or confiscation for public needs, import or export ban, natural catastrophe, interruption of public transport or energy distribution, a strike or other industrial action, fire or other corresponding event of unusual and significant impact beyond the control of the contracting parties. Delays caused by various pandemics and other possible obstacles resulting from a

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pandemic, which have arisen after drawing up the contract, will not automatically be regarded as force majeure, and their impacts will be assessed on a case by case basis.

13.2 A delay of a subcontractor shall be deemed to be force majeure only in case the subcontractor's delay is the result of an obstacle referred to in paragraph 13.1 and the subcontracting cannot be performed elsewhere without unreasonable waste of time or costs.

13.3 If the fulfilment of a contractual obligation is delayed due to force majeure, the period for fulfilling the contractual obligation shall be extended for as long as is reasonable, considering all the circumstances influencing the case.

13.4 Each contracting party must notify the other contracting party immediately about the occurrence of force majeure and also when force majeure ceases, after which the contracting parties must, at the latest, agree on its impact on the delivery.

13.5 Each contracting party may cancel the procurement contract completely or partly if the fulfilment of the contract due to the continuation of force majeure is delayed by more than four (4) months.

## 14. Damages

14.1 Helen and the Supplier shall have the right to receive damages for direct losses arising from the other contracting party's breach of contract. The contracting parties are not liable for any indirect or consequential damages, such as, for example, loss of production, information, use or profit, subject to paragraph 14.6.

14.2 If the procurement contract is terminated for a reason attributable to the Supplier on the basis of chapter 15, and losses arise to Helen from this, Helen shall have the right to damages for direct losses arising from the premature ending of the contract.

14.3 Helen shall have the right to receive damages for delay or other losses arising from the Supplier's breach of contract to the extent that the delay leads to the termination of the contract or the delay is caused by the Supplier's intent or gross negligence and the amount of losses exceeds any delay penalty payable to Helen and any other contractual penalty separately agreed by the contracting parties.

14.4 Unless otherwise agreed, the contracting parties' liability for damages is at most the calculated value of the procurement contract.

14.5 The calculated value of the procurement contract refers to the value of the supplies that are the subject of the procurement contract between Helen and the Supplier. In a framework agreement, the calculated value of the procurement contract is the total value of acquisitions that Helen has and will make from the Supplier on the basis of the framework agreement. In procurement contracts of a continuous nature, or framework agreements, the calculated value of a procurement contract shall be the average purchases made per month, multiplied by the number of months corresponding to the contract period. With regard to procurement contracts valid until further notice, the calculated value of a procurement is determined on the basis of a 48-month contract period. If the loss occurs during an option period, the months of both the actual contract period and the contract's option period shall be taken into account when defining the calculated value of the procurement contract.

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14.6 The limitations of liability specified in this chapter will not apply if the other contracting party has caused the damage willfully or through gross negligence, violated the confidentiality obligations, violated the sanction obligations or violated intellectual property rights. In such case, the injured contracting party has the right to compensation for indirect losses as well.

## 15. Termination of the procurement contract in special situations

15.1 Helen has the right to terminate the procurement contract with immediate effect if the Supplier is burdened by a mandatory criteria for exclusion referred to in section 53 of the Act on Public Contracts (348/2007), or discretionary criteria for exclusion referred to in section 54(1)(15-6), or a Sanction, or a freezing order issued by a Finnish authority, even if the criteria or the Sanction arose after the beginning of the contractual relation.

15.2 Helen shall have the right to give notice of terminating the procurement contract with immediate effect if the Supplier's financial or other circumstances are perceived to have changed substantially so that it cannot be assumed that the Supplier will fulfil its contractual obligations and the Supplier gives no reliable explanation about the fulfilment of its obligations. The termination shall be made within a reasonable time of Helen being informed about the existence of grounds for termination.

15.3 Before giving notice of termination, Helen must notify the Supplier about the threat of termination and give the Supplier an opportunity to provide an explanation within a reasonable period of time.

15.4 Helen has the right to terminate the procurement contract with immediate effect in full or in part if such a substantial change is made in the procurement contract that would have required a new procurement procedure by virtue of the procurement legislation.

15.5 Helen has the right to terminate the procurement contract with immediate effect if the procurement contract could not have been concluded with the Supplier because the Court of Justice of the European Union has in the procedure laid down in Article 258 of the Treaty on the Functioning of the European Union found that Helen has been in serious breach of the obligations by virtue of the Treaties and the Procurement Directive.

15.6 If Helen terminates the procurement contract on the basis of paragraphs 15.1, 15.2, 15.4 or 15.5, the Supplier shall have the right to receive full payment for supplies delivered up to the time the contract is terminated but shall not be entitled to other compensation as a result of the termination of the contract.

## 16. Intellectual property rights

16.1. Unless otherwise agreed, intellectual property rights to the supplies or related material will not be transferred to Helen, with the exception of the right of ownership to the supplies. All material that Helen and Supplier hand over to one another before or after the signing of the contract will remain the property of the transferor. Helen will, however, have an irrevocable right of use to the material transferred to it by the Supplier where the material will be used for a purpose related to the use of the supplies. The right of use includes the right to use, copy and make or commission changes to the material and transfer material for the performance of operation, service and maintenance tasks. When making or commissioning changes to material handed over by the Supplier, Helen must ensure that none of the Supplier's business or professional secrets are disclosed. When transferring material for the performance of operation, service and maintenance tasks, Helen must take care of sufficient confidentiality agreements. Helen has the right to transfer material to the party to whom Helen's tasks are transferred, with equal rights and obligations.

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16.2 The Supplier is responsible for ensuring that supplies or related material provided by it do not, when used in accordance with the procurement contract, violate a third party's patent, copyright or other intellectual property rights valid in Finland.

16.3 If any claims are presented against Helen based on intellectual property rights relating to use of the supplies or related material, the Supplier is obliged to meet these claims on Helen's behalf at its own expense. The Supplier will be responsible to Helen for ensuring that no legal costs, damages, other compensations payable to a third party or other liabilities towards a third party are incurred by Helen through claims or obligations arising from intellectual property rights relating to the supplies or related material. Helen shall notify the Supplier of any claims against Helen without undue delay. If the Supplier establishes that it has infringed intellectual property rights, the Supplier shall first obtain for Helen the right to continue to use the supplies. If the Supplier cannot reasonably obtain the right to continue to use the supplies, the Supplier shall modify or replace the supplies so that they do not infringe the intellectual property rights.

## 17. Confidentiality, Data Security And Data Protection

17.1 The contracting parties undertake on their own part to take care of and be liable for executing appropriate data security measures and protection of privacy in processing of personal data as well as complying with applicable legislation and regulations (including guidelines, decisions or recommendations of the competent data protection authority). Contracting parties undertake to inform each other promptly of any suspected data security and privacy threats.

17.2 The contracting parties shall process personal data and / or any other information, which the contracting party has access to or which the contracting party has otherwise in its possession due to the fact that the contracting party has entered into the procurement contract with the other contracting party, solely and exclusively for the purpose of fulfilling the contractual obligations defined in the procurement contract. This undertaking includes also the information, which the contracting party has gained during contract negotiations.

17.3 Helen is the controller referred to in the General Data Protection Regulation (2016/679). At the end of the commission relationship, the personal data related to the relationship, in the possession of the Service Provider, are handed over to Helen or, if required in the contract, destroyed.

17.4 If the Supplier handles personal data when carrying out the assignment, a separate data processing agreement shall be signed between the contracting parties or otherwise Helen's data protection guidelines shall be complied with.

17.5 The contracting parties shall undertake to keep secret such confidential material and information that they receive from each other and which under law must be kept secret, and to undertake not to use them for purposes other than in accordance with the procurement contract.

17.6 The transfer of information to an authority or other party on the basis of an obligatory official order shall not be deemed a violation of the obligation to maintain secrecy.

17.7 The Supplier shall not use the procurement contract or Helen's name in marketing or as reference without Helen's consent.

17.8 The obligations referred to in this chapter continue after the procurement contract period.

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## 18. Ethical principles

18.1 The contracting parties obey this procurement contract and the laws, decrees and regulations that govern their operations and act in honest, sincere and non-discriminatory ways.

18.2 The contracting parties undertake to contribute to Helen's sustainability reporting, or if the Supplier is also subject to sustainability reporting, to both contracting parties' sustainability reporting, by taking reasonable steps to collect or assess sustainability data on the contracting party's own activities and on the upstream and the downstream value chain of the contracting party. The collection or assessment of sustainability data shall take into account, in particular, the sustainability data that should be considered relevant in the industry of the contracting party, the size and scope of the contracting party's business and the ability of the contracting party's group to collect or assess sustainability data.

18.3 The contracting parties respect human rights and the principle of non-discrimination, the Declaration on Fundamental Principles and Rights at Work of the International Labour Organisation and the ten principles of the United Nations Global Compact initiative. In accordance with these principles, the contracting parties treat each other, their business partners and other stakeholders in a fair and equal manner regardless of their nationality, ethnic origin, gender, age, political views, or religious conviction.

18.4 The contracting parties support open and active competition in the market, comply with competition regulations and binding stipulations, and expect competitors and partners to do the same. They combat the shadow economy.

18.5 The contracting parties do not accept bribery in any shape or form. The contracting parties do not accept from stakeholder's personal benefits, gifts or anything similar that would deviate from normal hospitality nor do they offer them.

18.6 The contracting parties comply with the principles of sustainable development. The contracting parties undertake to exercise due diligence to assess their environmental impact and damage and to avoid or minimize harmful effects to the environment. The contracting parties shall have procedures in place to identify environmental impacts.

18.7 The contracting parties promote well-being and health at work and their business operations are guided by a high-standard safety culture.

18.8 The contracting parties shall agree to comply with Helen's code of conduct  
<https://www.helen.fi/globalassets/helen-oy/tietoa-yrityksesta/vastuullisuuspolitiikka/heleninyritysvastuuvaatimukset-toimittajille-16.6.2020.pdf>.

## 19. Documentation

19.1 The Supplier shall document compliance with the contract and with laws, regulations and rules. At Helen's request, the Supplier shall demonstrate its compliance with this documentation obligation and shall provide Helen, at the Supplier's expense, with all information and documents necessary to ensure compliance with the documentation obligation.

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19.2 At Helen's request, the Supplier shall take reasonable steps to ascertain and provide Helen with the information requested by Helen. If it is not possible for the Supplier to provide accurate information or if the provision of such information would lead to unreasonable additional expenses, the Supplier shall evaluate the requested information using all reasonable and justifiable information, such as sectoral averages and other proxy indicators in the Supplier's industry. If, despite the foregoing, the Supplier is unable to provide the information requested by Helen without incurring unreasonable additional costs in evaluating the requested information, the Supplier shall inform Helen that the Supplier is unable to provide the requested information. The Supplier shall provide written grounds for why the information requested by Helen cannot be provided.

19.3 Helen shall have the right to carry out or have a third party carry out audits and inspections of the Supplier or its subcontractors at a time specified in advance, to the extent necessary to ensure the implementation of the requirements under the contract, to verify the conformity of the subject matter of the contract or to verify the fulfilment of the Supplier's obligations under the contract.

19.4 The Supplier shall have the right, for justified reasons, to prohibit the use of a direct competitor of the Supplier as an auditor and to require the auditor to sign a confidentiality agreement.

19.5 Helen shall notify the Supplier in written form of its intention to carry out or have a third party carry out an audit. The Supplier shall have the right, for justified reasons, to postpone the audit for up to 14 days beyond the date proposed by Helen. Helen shall bear the direct expenses of the audit. If a material defect is found during the audit, the Supplier shall bear the direct and reasonable costs of the audit necessary to find the defect.

## 20. Sanctions

20.1 The Supplier declares that the Supplier and the Affiliated Person are not subject to Sanctions at the time of the conclusion of the contract and that the confirmations and warranties given during the tendering phase on the basis of the Ukraine-regulation are correct.

20.2 The Supplier further declares that the Sanctions will not otherwise prevent or restrict the Supplier from fulfilling its obligations under the contract.

20.3 The Supplier shall notify Helen in writing without delay if the warranties referred to in this section cease to apply in whole or in part or if other changes occur in the said warranties and circumstances during the term of the contract.

20.4 Helen shall have the right to audit the Supplier's and its subcontractor's activities in accordance with the terms of section 19 on documentation, in particular to determine how the Supplier ensures and verifies the accuracy of the warranties made.

20.5 The Supplier further undertakes, at Helen's request, to confirm that neither the Supplier nor the Affiliated Person is subject to the Sanctions and that the warranties made are correct, and the Supplier undertakes to answer any questions and enquiries from Helen concerning the Sanctions and the warranties made by the Supplier.

20.6 If during the term of the contract it becomes apparent that the Supplier and/or the Affiliated Person is subject to Sanctions and/or the warranties given by the Supplier are not correct in whole or in part, Helen shall have the right, at its sole discretion and without liability to the Supplier:

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- (a) immediately suspend the performance of its obligations under the contract, in whole or in part, for such a period as the Supplier and/or Affiliated Person is subject to Sanctions or as otherwise required by law; and/or
- (b) without prejudice to the right of suspension referred to in paragraph (a), to terminate this contract and/or any other contract or order which may have been concluded under this contract, in whole or in part, with immediate effect and without notice, even if the grounds for termination referred to in this paragraph have arisen after the commencement of the contractual relationship; and
- (c) claim compensation from the Supplier for any damage caused by the termination of the contract.

## 21. Transfer of the contract, changes and options

21.1 Without Helen's consent, the Supplier shall not have the right to transfer the contract to a third party, even partially. Helen shall have the right to transfer the procurement contract to a third party to whom Helen's tasks are transferred in full or partially.

21.2 Changes to the contract must be made in writing. Changes made in an electronic format shall be deemed changes in writing to the contract.

21.3 Changes relating to the supplies and their impact on the delivery schedule or price must be agreed in writing before measures are initiated.

21.4 If the procurement involves an option, Helen decides on whether to use it. The terms of the procurement contract apply to the option.

## 22. Duty to help and assist should the Supplier change

22.1 In the event of a change of Supplier, the Supplier is obliged to help and assist Helen in transferring the contractual obligations to the new Supplier. The Supplier has the right to charge for work arising from this in accordance with its price list.

22.2 The duty to help and assist begins before the termination of the procurement contract, when notice of termination has been given or the procurement contract has been cancelled or when Helen notifies that it is initiating a procurement that applies to supplies under this procurement contract. Unless otherwise agreed, the obligation will continue at most until 12 months have passed since the termination of the procurement contract.

## 23. Settlement of disputes and applicable law

23.1 Issues relating to the procurement contract will be resolved primarily through negotiations between the contracting parties.

23.2 If a dispute cannot be resolved through negotiation, any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be Finnish. Evidence in English may also be submitted in the arbitration proceedings.



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23.3 The laws of Finland apply to the procurement contract. The connecting factor rules of Finnish law or the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not, however, apply to the procurement contract

## 24. Order of validity of procurement contract documents

24.1 The procurement contract documents complement each other. Should the contract documents conflict, they shall be adhered to in the following order of validity, unless otherwise agreed:

1. Contract
2. Invitation to Tender
3. Helen Supplies
4. Tender