

Internal Terms and Conditions of Purchase between BLD-NA and other segments

These Terms and Conditions Supplement Uponor Internal Service Level Policy and cover internal sales of goods between companies that are part of Uponor Group's BLD-NA business segment and companies that are part of Uponor group's other business segments.

- 1) **ACCEPTANCE.** Buyer submits Purchase Orders to Seller in written form, such as by email. Seller confirms Purchase Order. Seller confirms Purchase Order in written form, such as by email, and Seller undertakes to manufacture and/or supply the quantities of items, indicated in the POs, on dates confirmed by the Seller
- 2) **GOVERNING LAW; VENUE.** This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of Finland without reference to its conflict of law provisions. Any dispute, controversy or claim arising out of or relating to this Agreement, a breach, termination or invalidity hereof shall be settled by arbitration in accordance with the arbitration rules of the Finland Chamber of Commerce by a sole arbitrator. The seat of arbitration shall be Helsinki and the language of the arbitration shall be English. The award shall be final and binding upon the Parties.
- 3) **CHANGES.** After the Purchase Order has been confirmed either party may request that changes be made to the order. The changes are only made if both parties agree to them and a possible change to prices in writing.
- 4) **COMPLIANCE WITH LAWS.** Buyer shall ensure that the products ordered comply with the laws of the markets where Buyer intends to distribute them. Seller must provide Buyer with all information that Buyer needs for ensuring compliance with laws and regulations in the markets where the products are distributed or information that Buyer requests.
- 5) **DELIVERY.** Delivery term is FCA (Incoterms 2020). In case of drop shipments, the delivery term may be agreed separately. If there is a delay or a risk of delay, Seller must inform Buyer promptly and take necessary action to find its cause to prevent future delays. If due to the delay Buyer faces extra costs (e.g. delivery needs to be done using a more costly method), Buyer and Seller agree feasible corrective actions and allocation of extra costs.
- 6) **DRAWINGS, PATTERNS, ETC.** If Seller makes drawings, blueprints, tracings, materials, specifically to Buyer in connection with this Purchase Order, Buyer can distribute these to its customers. Intellectual Property Rights shall rest in Seller. If the items described in this section are defective due to information given by the Buyer to Seller, the Buyer shall be liable for such defects.
- 7) **ENTIRE AGREEMENT AND SUCCESSORS AND ASSIGNS.** This Purchase Order contains all of the items and conditions agreed upon by the parties and constitutes the entire agreement between the parties, and shall be binding upon their representatives, successors and assigns, if any.
- 8) **EXTRA CHARGES.** No additional charges of any kind, including charges for boxing, packing, carriage or other extras will be allowed unless specifically agreed to in writing in advance by Buyer.
- 9) **FORCE MAJEURE.** Neither Seller nor Buyer shall be held responsible for delays in performance or failures of performance due to strikes, fires, force majeure, or other such circumstance reasonably beyond the control of the parties.
- 10) **INDEMNITY.** Seller agrees to indemnify and hold Buyer harmless from and against any claims for damages (excluding, special or punitive damages) which Buyer shall or may incur by reason of, in consequence of, or arising out of the manufacture, sale or delivery of the goods by Seller to Buyer. This indemnity clause shall not be construed to preclude or limit any other rights or remedies available to the Buyer against Seller that are related to breach of Warranty.
- 11) **LIENS.** All goods to be delivered by Seller hereunder and all property to be rendered to Buyer shall be free and clear

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of all liens and encumbrances whatsoever.

Purchase Order does not cover any taxes, duties or other fees..

12) INTELLECTUAL PROPERTY RIGHTS.

Seller warrants it has right to use all intellectual property rights (IPRs") in and to the products and warrants that the products shall not infringe any third party IPRs. Buyer shall be entitled to use the Uponor Group trademarks needed in its operations. Nothing in this Agreement shall be interpreted to assign or transfer to Buyer any IPRs related to the products or services. The foregoing shall not affect the rights Parties have with respect to any intellectual property rights in their possession at the time of signing of this Agreement.

13) INTELLECTUAL

PROPERTY INFRINGEMENT. Seller covenants and agrees to protect, indemnify and hold Buyer, its successors, assigns, customers and users of its products ("Buyer Parties"), harmless from and against all claims, damages, judgments, expenses and losses arising from claims of infringement or the infringement of any third party's IPRs. Seller, after notice, shall appear and defend at its own expense all suits and proceedings at law or in equity instituted against the Buyer Parties and shall pay any awards assessed against the Buyer Parties in such proceeding as the same are based upon any claim that goods purchased or services provided hereunder constitute an infringement of any third party IPRs.

14) PAYMENT. Payment term is the applicable Uponor internal payment term valid during invoicing. Payments shall be made in euros.

15) PRICE. Prices are ITP prices, as per transfer pricing principles in Uponor Finance guidelines.

16) QUANTITIES. The specific quantity ordered must be delivered in full and not be changed without Buyer's consent in writing. Any different quantity is subject to Buyer's rejection and return at Seller's expense unless Seller has obtained Buyer's prior written consent to a change in the specific quantity so ordered.

18) TERMINATION. This Purchase Order shall terminate if a Party a) becomes insolvent or is subject to dissolution, liquidation or bankruptcy proceedings, or a receiver, administrator or trustee is given powers over the business undertaking of such Party, or b) is no longer part of Uponor Group.

19) TITLE AND RISK OF LOSS. Except as otherwise expressly provided herein, title to and risk of loss on all conforming goods shipped by Seller to Buyer shall pass to Buyer upon delivery of the goods to Buyer according the Incoterm set in paragraph 5.

20) WAIVER. No waiver by a Party of any breach, default, condition, covenant, right or remedy arising out of or connected with this contract shall be effective unless in provided in writing. A waiver of any breach of the terms and conditions of this Purchase Order shall not constitute a waiver of any similar or other breach, default, condition, covenant, right or remedy.

21) WARRANTY SPECIFICATIONS. Seller expressly warrants that all goods and/or services, and workmanship with respect to the goods, covered by this Purchase Order or other description, drawings, specifications or samples furnished by Seller or Buyer will be in exact accordance with such Purchase Order, description, drawings, specifications or samples and free from defects in design (except to the extent such defective design is attributable to Buyer), materials and workmanship and will be merchantable and fit for their particular purpose(s), for a period of five (5) years from the date of delivery of Products to Buyer's customers. Such warranty shall survive delivery and shall not be deemed waived either by reason of Buyer's acceptance of said goods and/or services or by payment for them.

More specific terms and conditions for warranty may be agreed by the Parties in an Appendix to this Purchase Order.

17) TAXES. The price set out in this