

Hartela's general terms and conditions for subcontracting

1. DEFINITIONS

In this document, Client refers to Hartela Oy (Business ID: 0196430-3) (hereinafter referred to as the "Client" or the "Main Contractor") and the Contractor refers to the company with which the Client has a contractual relationship (hereinafter referred to as the "Contractor"). The obligations imposed on the Contractor listed in the sections of this document also apply to any subcontractors and employees of the Contractor.

Insofar as the term "Subcontractor" is used in this document, it refers to all subcontractors, suppliers of materials, and other entities contracted by the Contractor and carrying out work for the Contractor.

The Contractor shall take into account the tasks and obligations set for the Contractor in this document, in its own subcontract, and in other subcontracting contracts.

These general terms and conditions for subcontracting contain additions, amendments and clarifications to the General Conditions for Building Contracts YSE 1998. These terms do not limit the rights of the Client or the obligations of the Contractor in accordance with the terms of YSE 1998, unless these terms and conditions for subcontracting explicitly mention such a restriction.

2. THE CONTRACTOR'S OBLIGATION TO PERFORM

Unless otherwise agreed in writing, the following applies:

- The scope and content of the implementation of the contract are in accordance with the contract agreement and its appendices.
- The performance obligation includes the supervision of the work performance and work site obligations included in the contract. The Contractor may appoint a foreman to the construction site, but the responsibility for the supervision of work always rests with the supervisor appointed by the Contractor. The Contractor's supervisor must have the qualifications and required time to perform their duties, and the scheduled weekly working hours of the Contractor's supervisor must be agreed upon at the start-up meeting of the contract in question.
- The machines, equipment, tools, electrical cabling, spotlights, hoists and scaffolding required for the contract are included in the performance obligation.
- The Contractor is responsible for the receipt, transfer, lifting and storage of the materials included in its contract at the site.
- The Contractor is responsible for having the model works included in the contract approved by the Client.
- The Contractor shall use the project databank designated by the Client. Before each work phase, the Contractor must ensure that the work is carried out using the latest version of the plan stored in the project database.
- The Contractor shall perform the measurements of its work performed in the contract as part of the contract price. The Contractor must inform the Client of the measurements agreed to be conducted by the Client in good time (at least 5 working days) before the measurements are needed.
- The Contractor's obligations with regard to waste and dust management are presented in *Hartela's general occupational safety and environmental requirements* attached to this document.
- The Contractor shall present and deliver to the Client a task plan that also includes a resource-based phase schedule for its own work, work monitoring measures and reporting, and the input data needed for the Client's scheduling.
- For schedule management purposes, the Contractor is required to report in writing at the Contractor's meetings (and otherwise whenever the Client so requests) the number of employees and the units or hours worked, itemised by job title, the work started, completed and interrupted, and the reasons for any interruptions.



- All employees working on site must clock in and out every day with the Valtti card, using the site's electronic access control system.
- Upon completion of the contract work or a part thereof, the Subcontractor shall hand it over to the Client or to the party carrying out the next stage of the work. In this context, any deficiencies or incompleteness are identified and documented (self-audit or self-delivery), and the measures required to complete the work are documented with schedules.
- The Contractor's work supervisor is responsible for the accounts and documentation of matters related to the acceptance and final financial statement of the contract in accordance with the Client's requirements.

2.1. The information-reporting requirement in the construction industry towards the tax authorities and the requirement to give the client advance notification of employee data

The Main Contractor shall report all employee data and the sums of the contracts it has ordered from the Contractor to the Tax Administration on a monthly basis.

The Contractor must add each employee working on the construction site to the Zeroni access control system no later than three working days before the start of the work. The following employee data is to be added to Zeroni:

- Name, date of birth, tax number, citizenship and card
- Cards showing competence, such as the occupational safety card, personal identification card
- Documents proving the basis for a foreigner's right to work:
 - EU/EEA citizens are required to have a copy of their passport or an official ID (a driving licence or a Finnish ID card are not accepted)
 - Non-EU/EEA citizens are required to have a copy of a valid residence permit entitling them to work (both sides of the residence permit card). If a residence permit is not required, other proof of the right to work in Finland, such as a certificate from the Finnish Immigration Service
 - Non-EU/EEA posted workers working temporarily under section 81 b, subsection 1, paragraph 4 of the Aliens Act should provide a copy of their residence permit entitling them to work in Finland or in the country of origin.

If the Contractor fails to add the information referred to in this section, the employee will not be granted an access permit to the site. If the information submitted by the Contractor subsequently proves to be incomplete or incorrect, the Contractor shall be liable to the Main Contractor for all costs and any other consequences thereof.

2.2. Obligations under the contractor's liability

The Contractor's organisation or its subcontracting chain may not include any persons subject to a ban on business operations in positions of responsibility. The Contractor is responsible for all costs and other consequences incurred by the Client if it turns out that a person subject to a ban on business has acted in a position of responsibility for the Contractor or in its subcontracting chain.

The Contractor must have joined Vastuu Group Ltd's Reliable Partner service, and the Main Contractor has the right to inspect the documents required in Section 2.2.1 and the contents of such documents. The Contractor is, however, always obliged to provide the documents and reports listed in Section 2.2.1 to the Client every three months or if the Client specifically requests them. The documents and reports must be up-to-date and not more than three months old. We recommend that the Contractor join the Reliable Partner 2.0 service.

The contract may not be chained without the written consent and permission of the Client. If the Client authorises chaining, the Contractor must submit the entire subcontracting chain (its own subcontractors and their possible subcontractors) for approval by the Main Contractor and submit their details (name of the Contractor/company, business ID, type of contract and estimated duration) no later than one week before the start of the work. The Contractor is responsible towards the Client for the Subcontractors it uses. The acceptance of the Contractor's Subcontractor by the Client does not reduce the Contractor's liability.



In connection with the aforementioned requirements (company name, business ID), the Client does not accept as a Contractor a professional practitioner who operates without their own company and business ID, such as persons operating under an invoicing service.

2.2.1. Documents and other reports required under the Act on the Contractor's Obligations and Liability when Work is Contracted Out

The requirements below also apply to the Subcontractors used by the Contractor and the companies chained by them, from which the Contractor must require the corresponding documents and reports that are required of it.

The Contractor must provide a contractor's liability report from the Reliable Partner service or the following documents:

1. Information on whether the company is entered in the prepayment register and the employer register pursuant to the Tax Prepayment Act (1118/1996) and in the register on VAT taxpayers pursuant to the Value Added Tax Act (1501/1993).
2. Trade register extract
3. Proof of payment of taxes or a tax debt certificate, or proof that a payment plan for the tax debt has been made.
4. Certificates of taking out pension insurance and the payment of pension insurance contributions, or proof that a payment agreement has been concluded for overdue pension insurance contributions.
5. A report on the collective agreement or information on other principal terms of work.
6. A certificate that the statutory accident insurance in the construction sector has been taken out.
7. A certificate of occupational health care (the Contractor must submit an occupational health care certificate written by a medical centre that is less than 3 months old when requested by the Client).

If the certificate of registration for VAT or the extract from the prepayment register expires during the contract, the Contractor shall present a new certificate before invoicing the next instalment. If the Contractor is removed from the prepayment register, the Client is obligated to withhold tax prepayments in accordance with the withholding percentage established by the Tax Administration.

If the Contractor or a Subcontractor chained by the Contractor has more than EUR 500 of tax debt, the Client requires the Contractor to draw up a payment plan and, upon request, submit a tax debt certificate and payment plan to the Client every 3 months.

2.3. Guidance regarding foreign Subcontractors and labour

The Contractor must comply with the Confederation of Finnish Construction Industries RT and Finnish Construction Trade Union's HEUNI instruction card RT 103754 Combating labor exploitation in the construction industry and the current legislation concerning the use of foreign Subcontractors and labour.

2.3.1. Foreigners' documents and other reports required under the Act on the Contractor's Obligations and Liability when Work is Contracted Out

A foreign Subcontractor and a company providing agency workers must provide the Client with the information corresponding to the reports and certificates referred to in section 2.2.1 in a generally understood language, for example in Finnish or English, by providing a register extract in accordance with the legislation of the country where the company is established or an equivalent certificate, or in some other generally accepted manner. The information required varies depending on the country in which the company is established. At least the following information is required:

1. VAT number and an extract from the prepayment register or the withholding tax card.



2. A statement corresponding to the extract from the Trade Register issued by the authority of the country where the company is established, showing the signatories of the company.
3. A certificate issued by the tax authority of the country in question stating that the company has paid its taxes.
4. A certificate of taking out accident and pension insurance for employees, in accordance with the relevant state legislation.
 - The A1 certificate, which must be valid throughout the work.
 - If no such certificate of insurance is presented, the employer company must obtain accident and pension insurance from a Finnish company.
5. A statement that the Finnish universally binding collective agreement applies to employees.
6. A certificate of occupational health care (the Contractor must submit an occupational health care certificate written by a medical centre that is less than 3 months old when requested by the Client).

If a Finnish Contractor withholds tax at source from the foreign Subcontractor's trade income, the Client must be provided with an appropriate withholding tax card or another acceptable statement.

If a foreign company has a Finnish business ID because it has, for example, registered a branch in Finland, the company must provide the information required by the Contractor's Liability Act from both Finland and the company's home country.

2.3.2. Posted workers

Representative and supervisory authority

The Contractor shall appoint a representative (name, postal address and phone number) in Finland in accordance with the Posted Workers Act. The authorisation of the representative shall be for the duration of the posting of the posted worker. A TA representative does not need to be appointed if the company sends employees to Finland for a maximum of ten days.

The posting undertaking is obliged to keep the information on workers as required by the Act (*Act on Posting Workers*).

Notification to the occupational safety and health authority

A foreign company that is about to start working in Finland must submit a notification to the occupational safety and health authority of the posting of its employees to Finland. The notification can be made as soon as an agreement on the posting of workers to Finland has been made, and it must be made by the time the work begins. The notification will be made here:

<https://asiointipalvelu.ahp.fi/forms/2627047>

The employee-specific information is specified in the notification. A copy of the notification must be submitted to the Main Contractor before work is commenced. If the information changes substantially, continuing the work requires that the sending company submits a supplementary notification immediately when the changes occur.

More information on the Posted Workers Act and its enforcement is available from the supervisory authority, which is the occupational safety and health area of the Regional State Administrative Agency for Southern Finland.

Applicable collective agreement and clarification of terms

The Contractor undertakes to comply with the Finnish collective agreement's terms and conditions, as well as labour and social legislation, in accordance with the Act on Posted Workers. If necessary, the Contractor is obliged to present a statement on the payment of their employees' wages to the Client.



Persons working at a construction site on the basis of section 81 b, subsection 1, paragraph 4 of the Aliens Act

Working at the Client's site is only allowed for temporary contracting or temporary agency work lasting a maximum of 6 months, during which time a person may work for 90 days. Working is allowed if all the conditions for work are met. If the contracting or temporary work continues for more than 6 months at the same site or at another of the Client's construction sites, the use of this exemption is no longer permitted. Therefore, if the posting company works for more than 6 months at any of our construction sites, working under said Act is not allowed, but the persons must apply for a residence permit in Finland.

2.3.3. Withholding tax

A Finnish party contracting work does not need to collect tax at source when paying trade income if:

- The foreign company is registered in the prepayment register in Finland, or
- The foreign company presents the party ordering the work with a withholding tax card (the amount of tax to be collected is 0%), or
- The foreign company submits some other statement that prevents the collection of the tax. The other statement would be a statement showing that the preconditions for the establishment of a permanent place of business are not met.

2.4. Working hours

Unless otherwise stated in the contract or other commercial documents, the working hours are 7:00 a.m. to 3:30 p.m. or in accordance with the instructions of the construction site management, the Public Order Act or the municipal/city ordinance.

Days of reduced working hours, and so on, shall be agreed with the Client at least one week in advance.

Work outside normal working hours must be agreed upon in advance in writing in accordance with the instructions in *Evening and weekend work at Hartela's construction sites* (Appendix 1). The supervisory responsibilities required by the Occupational Safety and Health Act must be fulfilled during the performance of work.

3. QUALITY ASSURANCE

3.1. Quality assurance by the Client and the developer

The Client has the right to ensure the quality of the material and work. If errors or omissions are detected, the Contractor shall promptly correct them without additional costs being incurred by the customer and without the execution of the work being delayed.

The quality control performed by the Client, the designers or the site developer does not reduce the Contractor's liability in any way. The designers and the developer of the site do not have the right to agree on any changes, but the Contractor must have all changes approved by the Client.

3.2. Contractor's quality assurance

The Contractor shall present its quality assurance methods in a quality plan, which must be prepared and submitted to the Client before the start of the work. The Contractor is obliged to participate in the quality assurance procedure for its own work or the products it has delivered as agreed, and to deliver the agreed quality documents to the Client. The first performances of work are inspected as model work. The Contractor must ensure that the quality of the work continues to correspond to the model work performed. If necessary, such as when there are changes in the team, a new start-up meeting and the required additional inspections will be held. The Contractor shall compensate the Client for the costs of the aforementioned actions. During the contract period, the Contractor shall use the application designated by the Client for preparing and storing quality documents in the manner required by the Client.

The Contractor inspects the previous Contractor's/Client's work phase (job) in sections or as a whole before starting its work. Before starting the work, the Contractor must inform the Client in writing of any deficiencies or other issues affecting the performance of the work observed in the previous work phase. If the Contractor independently commences work included in its contract



without the inspection, or if the Contractor fails to notify the Client of the issues observed in its inspection as stated above, the Contractor shall be deemed to have approved the work to be inspected (previous work stages), and the Contractor shall be responsible for completing the work to the required level as part of the contract.

The Contractor provides the Client with the quality documents electronically at the start-up meeting at the latest or, if specifically agreed, in connection with the contract handover documents. The delivery of the required materials with the correct content is a precondition for the payment of the final instalment. The quality documents include all the quality assurance documents for the work stage, in accordance with the site inspection document and any supporting documents, such as:

- the company's contact information, certificates and certificates of competence
- documents in accordance with the Product Liability Act and declarations of performance (DoP) related to the CE marking The declaration of performance or certificate of conformity must be submitted electronically before the delivery of the first delivery batch or, at the latest, with it. Material may not be delivered to the construction site without the documentation pursuant to the Product Liability Act.
- Material specifications and surface treatment information
- manufacturer and supplier information with regard to products and components
- product declarations, certificates, fire rating and emission certificates of materials
- task plans
- the acceptance protocol of the place of work (previous work stage)
- measurement protocols
- handover-to-self protocols
- final handover materials well in advance of the handover of the contract, delivered in electronic format according to the construction site management's instructions (including, e.g., the required maintenance manual materials, such as operating and maintenance instructions and as-built drawings, if any). The documents are to be stored/delivered in electronic format according to the construction site's instructions. If necessary, delivery is also in paper versions in the agreed amount of series. The delivery of the required final handover materials with the correct content is a precondition for the payment of the final instalment.

4. ORDER OF VALIDITY OF COMMERCIAL CONTRACT DOCUMENTS

In the case of conflicting information in the contract documents, contrary to the provisions of YSE 1998, commercial documents shall apply in the following order:

1. Contract agreement
2. Contract negotiation protocol
3. General contract boundary appendix
4. Work type-specific contract boundary annex
5. Invitation to tender and any additional clarifications provided prior to submission of the tender
6. Hartela's general terms and conditions for subcontracting
7. Hartela's occupational safety and environmental requirements
8. YSE 1998
9. Payment schedule
10. Tender
11. Unit price list
12. Hartela's current invoicing instructions
13. Vastuu Group report
14. Any other commercial documents

The order of validity of the technical documents is in accordance with section 13 of the YSE 1998 terms and conditions, unless otherwise specifically agreed in the contract or other commercial documents.



5. PENALTY FOR DELAY

The project milestones and the completion of the contract are subject to penalties. If the contract is delayed from the agreed deadlines (milestones and completion), the Client has the right to charge a penalty for delay, by way of derogation from the YSE 1998 terms and conditions, of 0.2% of the contract price exclusive of value added tax for each working day for which the completion of the contract is delayed from the agreed dates.

The penalty for delay shall be calculated for a maximum of 50 working days in the case of completion of the contract, and for a maximum of 75 working days in the case of intermediate targets. A working day shall be defined in accordance with regular working hours for working days Mon–Fri.

6. THE CONTRACTOR'S LIABILITY

6.1. CE marking

Construction products that fall within the scope of a harmonised product standard must be CE marked. A Contractor whose contract includes the delivery of products is responsible for ensuring that a construction product that is subject to essential technical requirements has been approved in accordance with the Construction Product Decree or the Product Approval Act applicable to the property being constructed.

The Contractor shall be liable for all direct and indirect costs that may be incurred by the Client due to deficiencies in the approval of the product.

6.2. Alternative products

Instead of the construction products mentioned in the documents, the Contractor may propose other products that are equivalent in terms of quality, technical characteristics, availability, maintainability and appearance. The Contractor must demonstrate their equivalence and obtain the prior written consent of the Client for the replacement. In order to verify the quality objectives presented in the plans, the Contractor must provide sufficient information and calculations of compliance with the requirements set in the plans for approval by the Client. The Client's approval does not remove or reduce the Contractor's liability. The Contractor is responsible for all the costs caused by the replacement.

The proposal for replacement must be made in good time so that any replacement will not affect the schedule. However, the Client is not obliged to agree to the replacement. The Contractor is liable for the investigation, planning, modification and additional costs resulting from the replacement. The Contractor shall, in any case, be responsible for demonstrating equivalence and implementing the replacement.

By proposing alternative products, the Contractor also guarantees that the alternative products are of the same quality and technical and operating characteristics, CE marking, availability and maintainability as required in the planning documents.

The Contractor is required to use construction products with a warranty period at least equal to that of the Main Contractor, unless expressly agreed otherwise in the commercial documents. The products or components/structures must comply with the standards and norms approved in Finland.

6.3. Liability during the warranty period

The warranty period begins when the Contractor's work has been accepted and continues for the warranty period specified below, starting from the moment the entire property has been completed and accepted by the developer. The warranty period of the contract is extended by the amount of time for which any defects and errors, or repairing of them, have prevented the normal use of the property. The Contractor's warranty liability also includes such errors and deficiencies in the Contractor's performance that are detected in connection with the acceptance of the entire site between the Client and the developer.



The warranty liability begins at the acceptance of the subcontract and ends 24 months after the acceptance of the entire project, unless otherwise required. Acceptance shall take place at a separate acceptance inspection, for which a record shall be drawn up for signature by the parties.

The warranty period begins at the acceptance of the subcontract and ends 24 months after the acceptance of the entire project, unless otherwise required with the following further specifications:

- According to Kattoliitto ry's warranty terms, a warranty set on a name for a period of 10 years, approved by the developer, must be provided for waterproofing work and materials of roofs and comparable structures. The warranty certificate must be handed over to the developer at the acceptance inspection.
- Insulating glass 5 years.
- Stability and durability of sunscreen coatings 5 years.
- Tightness of glass walls and ceilings 5 years.
- Elastic seams: work 2 years, materials 5 years.

The Contractor is also responsible for any installation and dimensional errors in its performance that are only revealed in the operating phase during the warranty period, despite the work having been inspected and accepted.

During the warranty period, the Contractor shall immediately repair any defects that hinder the use of the property or prevent its maintenance. If the Contractor does not comply with this obligation, the Client has the right to commission the work at the Contractor's expense.

6.4. Obligations arising from the Housing Transactions Act

Annual inspection

In the case of RS properties, the Client arranges an annual inspection in accordance with the Housing Transactions Act, which establishes any defects found at the property. The annual inspection will take place within 12 to 15 months after the site has been approved for use by the building supervision authority.

Repairing defects

The Contractor shall repair any errors in RS projects within a reasonable time of being notified of the defect. However, the repair of a defect detected before the annual inspection may, if the Client so decides, be postponed being performed immediately after the annual inspection, if the harm caused to the buyer of the apartment by the postponement is minor and no other special reason exists for starting the repair earlier.

The Contractor shall repair any errors detected in the annual inspection or thereafter that, according to the contract agreement, must be repaired by the Contractor, within a reasonable time of being notified of the defect.

The Client may set a reasonable time limit for the Contractor to start the repair of the defect. If the Contractor has not taken effective measures to correct the error within the time limit set, even though the Contractor has the duty to correct the error, the Client may have the repair made by a third party and charge the Contractor for the cost incurred.

If the error cannot be corrected, the Client is entitled to compensation from the Contractor in an amount corresponding to the error or otherwise reasonable in relation to the error.

7. SECURITIES AND INSURANCE

7.1. Security for the construction and warranty period

Only an absolute guarantee issued by a financially sound financial or insurance institution or another security approved in advance by the Client is accepted as surety. A foreign party providing security must have a branch or an authorised representative in Finland. The security commitment must be provided in Finnish, and it must indicate the amount of the surety and the beneficiary, as



well as the contract and project details (e.g. contract and project number). The securities also cover any additional and alteration work.

Security for the construction period

The surety for the construction period, if required by the Client, is 10% of the total amount of the contract, exclusive of value added tax. The surety is primarily for the benefit of the Client. The surety must be valid for three months beyond the agreed contract period, but at least until the work has been accepted and the guarantee for the warranty period has been lodged. The surety for the construction period cannot be replaced by withholding 10% from each instalment in the payment table. This type of activity is prohibited.

Security for the warranty period

The surety for the warranty period, if required by the Client, is 2% of the final contract amount, exclusive of value added tax. The surety is valid for three months beyond the guarantee period. The surety must state that it also covers the warranty period liabilities between the beginning of the warranty period of the work in question and the acceptance inspection of the entire construction site.

The Client will not deposit the surety with the Contractor.

7.2. Insurance

The site has contractor's all risks insurance for the installation and construction work taken out by the Client, whereby the Client has a EUR 10,000 deductible. The all-risks insurance covers the Contractor's installed materials and work. The Contractor's deductible is the same as that of the Client, and the Contractor is therefore obliged to pay the deductible of the insurance to the Client if the damage is due to the Contractor or otherwise caused by the Contractor.

The Contractor shall have accident, unemployment, and group life insurance for employees, as well as fire, burglary, theft, and other insurance replacing the property of employees and the Contractor, and operational liability insurance, which will compensate the Client and the third party for any damage. The Contractor shall always follow the regulations and instructions of the authorities and collective agreements regarding insurance.

The Client requires that the Contractor has valid liability insurance of at least one million euros (EUR 1,000,000) (unless a higher value is required in the commercial documents by way of exception). The Contractor shall present the insurance certificate of the liability insurance to the Client at the time of the conclusion of the contract.

The Contractor is obliged to take out statutory accident insurance and other insurance necessary due to its employer status for its employees working at the construction site, covering damage caused by any occupational accident or occupational disease.

The Contractor shall inform the Client of its insurance company and shall provide the Client, upon request, with certificates of validity of the insurance policies and copies of the insurance policies. In addition, the Contractor must arrange occupational health care for its employees and must provide the Client with information regarding it.

8. OBLIGATION TO PAY

The formation and payment of the contract price and the principles of the impact of additional and alteration work on the contract price are taken into account according to YSE 1998.

8.1. Payment of the contract price

Unless otherwise agreed in the contract negotiations, the following shall apply:

- The term of payment of an invoice that is eligible for invoicing (the Client's approval for the invoicing of the work stage/work performance) is 30 days from the date of sending the invoice to the Client.



- The performance of the contract is invoiced in instalments according to the agreed payment instalment table, according to the progress of the work against the completion and approval of work.
- The first instalment (a maximum of 5% of the total contract amount) shall be paid once:
 - o the agreement has been signed by both parties
 - o documents in accordance with the Contractor's Liability Act have been submitted to the Client
 - o the construction period security has been provided to and approved by the Client
 - o a task-specific safety plan TTS has been prepared and signed.
- The final instalment shall be at least 10% of the total contract amount and shall be paid once:
 - o the work has been completed and accepted with any errors and deficiencies corrected
 - o the contract has been accepted
 - o the final delivery documentation to be prepared by the Contractor has been prepared in its entirety and the Client has approved and received it
 - o any accounts of liability and delay have been agreed upon
 - o the final financial statement has been completed
 - o the warranty period security approved by the Client has been provided

The Client uses an electronic e-invoice approval system, which is why all attachments related to the invoices (delivery notes, measurement protocols, etc.) must be submitted with the invoice. The Client has the right to return any invoices received containing incomplete or incorrect entries, in which case the Client is not responsible for any payment delays.

The interest for late payment will be determined in accordance with the Interest Act valid at the time.

The Contractor is not entitled to sell or otherwise transfer any invoice receivables from the Client to a third party, such as a finance company, without the Client's prior written consent.

The Client has the right to exercise its right of retention and set off in accordance with Section 8.2, even if the Contractor has transferred the invoice receivables to a third party.

The contract is subject to reverse value added tax.

8.2. Retention and set off

The Client has the right, without consulting the Contractor, to retain and set off against the unpaid part of the contract sum any claims that meet the general conditions for the exercise of the right of set-off. These include, for example, penalties for delay, contractual penalties, reimbursements to the Client, any compensations (incl. deductibles for insurance) and withholdings of items corresponding to work performance found to be incorrect.

In addition, the Client has the right to withhold the wages, holiday compensation, working time reduction payments, compensation wages and allowances paid by the Client on behalf of the Contractor in accordance with section 4 of the contract on the use of external labour UTS attached to the terms of employment in the construction sector without consulting the Subcontractor.

9. CHANGES IN PLANS AND PRICES

The Contractor shall report any changes in plans and related claims immediately after the matter has been revealed. Additional and alteration work may not be started until it has been agreed in writing. At the same time, any impact of the changes on the schedule and contract price will be agreed. The Contractor shall not be entitled to additional compensation or to an extension of the performance period for any additional and alteration work that the Contractor has begun before it has been agreed upon in writing.



Additional and alteration work is priced according to the unit price list for additional and alteration work attached to the contract. If no unit prices have been agreed upon for the aforementioned work, the Contractor shall submit a written quote on the additional and alteration work, which must be approved by the Client in writing before the work is commenced. The additional and re-fund prices are the same.

Hourly work must be agreed in advance, and it must be accepted by the Client on each working day, unless otherwise agreed with the site management. If the hourly work has not been accepted as agreed, the Client has the right to not approve the hourly work submitted afterwards and to refuse to pay for it.

Minor and urgent additional and alteration work may not be started until it has been agreed upon in writing with the Client's site representative. The impact of the change on the contract price and time must be agreed in writing as soon as possible.

10. MEETINGS, INSPECTIONS AND RECORDS

The meetings, inspections and records mentioned above, among others, are held at the site. As part of the contract, the Contractor shall participate in meetings deemed necessary by the Client.

Start-up meeting

The contract start-up meeting is held in accordance with the schedule agreed upon with the site management before the start of work. The initial inspection carried out in connection with it will comprise checking the state of completion of the work sites and specifying the start date of the installation work.

Contractor meetings

The Contractor is obliged to participate in Contractor meetings held at the construction site as agreed during the contract negotiations or in the contract start-up meeting. Permission for absence from the meeting must be requested from the Client's site superintendent in charge in advance.

The Contractor must have a designated site manager.

Site meetings

The Contractor is required, at its own expense, to participate in construction site meetings with the developer at the request of the Client.

Inspections

If one of the parties wants to verify a matter related to the contract or plans, an inspection will be held at the construction site on a mutually agreed date.

Site journal

The Client keeps a site journal. The site journal is used to record any deviations, among other things, and the journal is used in conflict situations, if necessary.

11. THE CLIENT'S RIGHT TO TERMINATE THE CONTRACT, BREACH OF CONTRACT

11.1. Termination of the contract

In addition to the grounds for termination in accordance with the YSE 1998 terms and conditions, the customer has the right to unilaterally terminate the agreement if:

- the Contractor commits a serious occupational safety violation
- the Contractor is in violation of the regulations and clarification requirements under the Contractor's Liability Act
- the Contractor fails to comply with the Contractor's obligations as an employer
- the Contractor fails to comply with its obligations regarding the presentation of product qualifications (CE marking)



- the contract is chained by the Contractor without the written consent and permission of the Client

All costs incurred by the Client in connection with the termination of the contract shall be borne by the Contractor.

11.2. Breach of contract and consequences thereof

If the Contractor fails to comply with its responsibilities and obligations mentioned in this appendix to the contract, the Contractor shall be obliged to pay the Client a contractual penalty for each individual failure as follows:

Contractual penalty of EUR 500

- Contractor's failure to comply with the Contractor's supervisory obligations
- Contractor's failure to comply with the performance obligation
- Contractor's failure to comply with a quality assurance measure
- Absence from an agreed on-site meeting without prior agreement

Contractual penalty of EUR 3,000

- Failure to have a Subcontractor approved in advance
- Failure to provide information required in the Contractor's Liability Act, including with regard to its own Subcontractor
- Non-compliance with the *Evening and weekend work at Hartela* guideline (Appendix 1)
- Failure to meet warranty period liabilities

Furthermore, the Contractor is responsible for paying penalties issued by the authorities and the developer in full.

Negligence concerning occupational safety and the consequences resulting from it are presented in the *Hartela's general occupational safety and environmental requirements* contract appendix.

If the construction site is embargoed or subjected to a strike, and work is disrupted or stopped due to a failure to comply with or a breach of the obligations under the Contractor's Liability Act of the Contractor or a company in its subcontracting chain, the following shall apply in addition to section 20.3 of the YSE general terms and conditions:

The Contractor shall compensate for the additional costs incurred by the Client and its contractual partners.

12. ACCEPTANCE, OPERATION AND MAINTENANCE INSTRUCTIONS

12.1. Acceptance inspection

The acceptance inspection is carried out in accordance with the General Conditions for Building Contracts YSE 1998. In addition, when assessing the acceptability, the Client pays special attention to the number of deficiencies in the work and the minor finishing work that has not been completed. Inspections by authorities in accordance with Finnish laws and local regulations.

12.2. Instructions for use and maintenance

The Contractor shall provide the Client with the operating and maintenance instructions pertaining to its contract and shall arrange the necessary training for use for both the Client and the end user.

13. STORAGE OF PERSONAL DATA

The Client stores the personal data of the Contractor's employees and contact persons in its electronic employee and supplier register. The Contractor confirms and is responsible for ensuring that it has requested the consent of its employees or that it has other grounds permitted by data protection legislation for the disclosure and storage of personal data (name, job title, telephone number, e-mail address) in Hartela's electronic employee and supplier register.



The Client understands that personal data is confidential information that must be handled appropriately. The Client must ensure that personal data is only processed by persons who need to do that.

14. GOVERNING LAW AND RESOLUTION OF DISPUTES

This contract shall be governed by the laws of Finland, excluding its choice of law provisions.

Any disputes concerning this contract shall primarily be settled through negotiations between the parties. If no consensus is reached, disputes and disagreements arising from this agreement shall be settled in the first instance by the District Court of the Client's domicile. The language of the proceedings is Finnish.

15. TAKT TIME PRODUCTION AND LOGISTICS AT THE SITE

Projects carried out in takt time production, and the measures required by it are agreed separately in the agreement.

Appendix 1: Evening and weekend work at Hartela construction sites 5.3.21

