



1. General

These General Purchase Terms ("GPT") apply to purchase of any materials, items, products, components, software and any related services ("Goods") provided by any supplier ("Seller") to John Deere Forestry Oy or any of its affiliated entities ("John Deere"). Content and volume of the purchases as well as any amendments and supplements are subject to either written purchase orders or electronic ordering procedures ("Order").

No terms and conditions other than these GPT, the provisions of the Order and any and all documents incorporated in the Order by reference shall be binding upon John Deere, even if John Deere does not object those expressly.

Seller must confirm each Order within two (2) days of its receipt. Orders which have not been confirmed within this delay can be revoked at any time.

2. Pricing

All prices shall be fixed, firm and not subject to revision. Prices are inclusive of all taxes (except VAT), contributions, insurances and all other costs incurred by Seller in performing the Order up to and including Delivery, of all packing, protecting, lashing and anchoring materials and of all documents, accessories, devices and/or tools necessary to ensure complete and functional use and maintenance of the Goods.

3. Seller's Documents

Upon delivery of Goods Seller must provide instructions and drawings of Goods free of charge. These documents shall contain detailed information as to the installation, assembly, service and use of Goods. John Deere becomes the owner of such instructions and drawings.

To the extent that any content of the drawings is protected by copyrights, Seller grants to John Deere irrevocable, assignable, free of charge right of use for such copyrights unlimited in terms of time, place and content in all kinds of use, in particular to copy, disseminate, exhibit, change and process them.

4. Terms of Delivery

Goods shall be delivered "Delivery at Place Paid" ('DPP' according to Incoterms 2020), unless stated otherwise, to the delivery point specified in the Order ("Delivery"). Transfer of risk and title in each shipment of Goods shall pass from Seller to John Deere when Goods are delivered as per above.

Seller must comply with the time and date of Delivery stated in the Order. Should Seller realize that it will not be able to fulfill the Order partly or completely in time, Seller must immediately inform John Deere orally and subsequently in writing, indicating the reasons for the non-fulfilment, and request John Deere's decision as to order fulfilment. In such case John Deere may withdraw from the Order without any compensation to Seller. Such notification does not relieve Seller from any obligation under the Order or these GPTs, but if Seller fails to inform John Deere in time, Seller may not refer to a performance impediment even if the reason for non-fulfilment was beyond Seller's control.

Seller must take back all Goods' packaging and bears all cost for package material and its return.

With each Delivery, but at least by the end of each calendar year Seller must submit to John Deere a Declaration of Origin for the Goods according to EC Regulation 1207/2001.

5. Shipping Documents

Each Delivery must contain delivery note (in duplicate) and a bill of lading. Invoice does not constitute a delivery note. Delivery must be made during the opening hours at the indicated delivery point.

6. Warranty

Seller warrants and represents that Goods shall (a) conform with all agreed specifications and requirements; (b) be fit for the purpose(s) made known to Seller by John Deere; (c) be free from defects in design, materials and workmanship, and (d) be free from any security interest, lien or encumbrance; and (d) comply with all applicable statutory requirements and standards.

Seller shall deliver Goods in such a way that John Deere may inspect Goods for apparent defects, transport damages and non-conformities in identity and amount visible from their appearance, which shall be notified without undue delay. John Deere explicitly reserves the right to claim for non-obvious defects or non-conformities after delivery.

Should John Deere discover a defect of Goods before or during assembly of the final product John Deere is entitled to require the Seller to remedy the defect or to deliver substitute goods. John Deere is also entitled to damages for losses that it suffers because of a defect in the Goods, and it may also withhold payment for the price in an amount corresponding to its claim. In case a stoppage of production is at risk John Deere is entitled to immediately rectify the defect themselves or by a third party at Seller's cost.

Seller's warranty for Goods ends 24 months after delivery to the end-user

of the product in which the Goods were assembled, at the latest 36 months after delivery of Goods to John Deere. The right to claim for payment under warranty will expire 12 months later.

In case a defect of Goods appears after assembly and delivery of the final product to the end-user John Deere will carry out the repair work or replacement itself or through its dealer at Seller's cost. Seller will reimburse to John Deere the actual net price of such Goods plus 20 % plus labor costs for assembly at John Deere's warranty hourly labor rate plus any additional incidental expenses.

In case a defect of Goods delivered by Seller appears repeatedly and is sufficiently serious and widespread to threaten either John Deere's marketing of the end product or John Deere's reputation, or poses a previously unforeseen safety hazard, a replacement of all Goods independently of identified warranty cases may be appropriate. In such event John Deere is entitled to claim reimbursement from Seller for all costs and expenses resulting directly from the remedial measures in an amount equal to Seller's pro rata share of responsibility.

7. Quality Assurance

Seller agrees to comply with the "JOHN DEERE Standards for Quality Assurance of Purchased Goods" JDS-G223. Seller warrants and represents that Goods are free of all non-conforming materials (<http://jdsupply.deere.com/bannedchemicals/>), state-of-the-art and comply with safety, health and environmental regulations in effect from time to time.

8. Product Liability,

Seller commits to protect, defend, hold harmless and indemnify John Deere from and against any claims, suits, allegations, judgements, actions, liabilities, losses, damages, costs and expenses for injury, loss or damage of any kind caused by or arising from improper or defective design, manufacture, material or workmanship in Goods purchased from Seller hereunder to the extent attributable to Seller.

9. Intellectual Property Rights

Seller commits to protect, defend, hold harmless and indemnify John Deere from all actual or alleged claims by third parties caused or resulting from the infringement of intellectual property rights for or on account of the manufacture, sale or use of Goods supplied hereunder.

10. Code of Conduct

Seller shall comply with the John Deere Supplier Code of Conduct, which is found at <http://www.johndeere.com/suppliercode>.

Seller is obliged to provide John Deere with all information regarding the nature and weight of Goods supplied hereunder necessary under applicable export control regulations. Seller commits to comply with all applicable export control regulations and sanction lists.

11. Confidentiality

Seller commits to keep confidential all information including but not limited to all documents, materials, drawings, data, articles, etc., which Seller obtains in connection with the Order and its execution, in whatsoever form, and shall provide the necessary means to prevent its unauthorised disclosure. Seller may only use such information within the scope of the execution of the Order, and may not otherwise exploit or pass such information on to third parties without John Deere's prior written consent. These confidentiality provisions shall remain in force until the expiry of 5 years from the date of Delivery.

12. Additional Provisions

Seller may not assign or transfer the Order or any part thereof or any claims against John Deere to a third party without prior written consent by John Deere.

John Deere may not be held liable to Seller for any indirect or consequential damages (including loss of profit or business), unless caused by willful act or gross negligence.

The invalidity of one or more provisions of these General Purchase Terms shall not affect the validity of the other provisions.

13. Applicable Law and Dispute Resolution

The Order shall be governed by the Finnish law. Provisions of the Convention of the International Sale of Goods (CISG) do not apply. Any dispute, controversy or claim arising from or relating to the Order or any breach, termination or invalidity thereof shall be settled in accordance with the Rules of the Arbitration Institute of the Finland Central Chamber of Commerce. The arbitration tribunal shall consist of one (1) arbitrator who shall be appointed by the Finland Central Chamber of Commerce. The award of the arbitration shall be final and binding on both parties. The proceedings shall be conducted in the English language in Tampere, Finland.