

**GENERAL PURCHASING CONDITIONS**  
**ViskoTeepak Group**

These General Purchasing Conditions apply to all business transactions between Supplier and ViskoTeepak (as defined below) for the entire term of their business relationship, provided, however, that if a separate written mutually-executed agreement exists between ViskoTeepak and Supplier, then the terms and conditions of such agreement shall control where inconsistent with the terms and conditions contained herein.

**1 DEFINITIONS AND FORMATION OF CONTRACT**

- 1.1 In these terms and conditions, the following bolded terms shall bear the following meanings:  
“**ViskoTeepak**” means any legal entity within the ViskoTeepak Group named in the Purchase Order.  
“**Conditions**” means these General Purchasing Conditions.  
“**Goods**” means goods, materials or items supplied by the Supplier to ViskoTeepak pursuant to the Purchase Order.  
“**Purchase Order**” means any written order or other request issued by ViskoTeepak to purchase Goods and/or Services from the Supplier, including any schedules to the purchase order.  
“**Services**” means services of any description provided by the Supplier to ViskoTeepak pursuant to the Purchase Order.  
“**Supplier**” means the company or person to whom a Purchase Order is addressed.
- 1.2 These Conditions shall exclusively govern any and all purchase of Goods and/or Services referred to in the Purchase Order. ViskoTeepak’s purchase of Goods and/or Services is conditioned on Supplier’s assent to these Conditions. Any of the following acts shall constitute conclusive assent to the Purchase Order and these Conditions:
- signing and returning a copy of the Purchase Order;
  - other written acceptance by Supplier; or
  - delivery of the Goods or commencement of the performance of the Services.
- 1.3 The Purchase Order is supposed to be withdrawn and cancelled unless assent by the Seller is given in accordance with Condition 1.2 not later than the third working day after the receipt of the Purchase Order.
- 1.4 These Conditions, together with the Purchase Order, comprise the complete and exclusive statement of the contract between ViskoTeepak and Supplier in relation to the sale, purchase and delivery of Goods and/or Services (the “**Contract**”). If there is inconsistency between the Purchase Order and these Conditions, the former shall prevail. No amendment to or a variation of the Contract shall be effective unless it is expressly agreed in writing by ViskoTeepak.
- 1.5 Unless otherwise agreed in writing by ViskoTeepak, no other terms or conditions, including without limitation any terms or conditions endorsed upon, delivered with, or contained in any invoice, acceptance or acknowledgement of order or other document delivered by the Supplier to ViskoTeepak nor any previous correspondence shall form part of or amend the Contract nor be deemed to constitute a counter offer. To the extent that the Purchase Order is deemed in any way to be an acceptance of a quotation or other offer by Supplier, any such acceptance by ViskoTeepak is expressly conditional to the acceptance by Supplier of these Conditions.

**2 INSPECTION, DELIVERY AND PERFORMANCE OF GOODS AND SERVICES**

- 2.1 Supplier shall deliver the Goods in accordance with the prices and delivery schedules and other conditions stated in the Purchase Order. The Goods shall be delivered by the Supplier in accordance with Incoterms 2020, DAP the named place of destination specified in the Purchase Order and in accordance with the Contract.
- 2.2 Delivery dockets, including the following information, shall accompany all Goods: Purchase Order number, description of Goods and name of Supplier, unit of measure specifying volume, quantity and delivery point for the Goods.
- 2.3 Title to all or any part of the Goods shall pass to ViskoTeepak on the earlier of (i) payment for such Goods or part thereof; and (ii) delivery of such Goods in accordance with Condition 2.1. Where title to all or any part of the Goods has passed to ViskoTeepak but the Goods remain in possession of the Supplier, the Supplier shall clearly label the Goods as the property of ViskoTeepak and store the Goods separately from all other goods.
- 2.4 All prices stated on the Purchase Order are inclusive of all costs for packing of any kind. The Supplier shall comply with all package specifications issued by ViskoTeepak from time to time and the majority of all packaging supplied by the Supplier shall be recoverable or recyclable. The Supplier shall, if requested by ViskoTeepak, collect from ViskoTeepak free of charge all packaging supplied with any Goods.
- 2.5 ViskoTeepak reserves the right to call for certificates of raw materials and test certificates for materials and equipment used in the manufacture of the Goods.
- 2.6 Supplier's performance and result of Services shall be in accordance with the prices, delivery schedules and other conditions in the Purchase Order. Supplier's performance and result of Services shall also be in accordance with other instructions from ViskoTeepak, as well as with good industry practice and applicable law.
- 2.7 Unless agreed otherwise in writing, ViskoTeepak shall have no obligation to pay for Goods or Services before ViskoTeepak has confirmed that the Goods and Services delivered to ViskoTeepak fulfil the conditions in the Purchase Order and these Conditions.

### **3 WARRANTIES AND GUARANTEE**

- 3.1 The Supplier warrants that the Goods and any parts or materials used in the performance of the Services shall not be changed without the prior written consent of ViskoTeepak and shall:
- conform to the specifications in the Purchase Order
  - be fit for their purpose or any special purpose notified in writing by ViskoTeepak to the Supplier;
  - be new and unused; of sound materials and workmanship and shall be of satisfactory quality and free from any defects (latent or otherwise);
  - conform with all legal and regulatory requirements applicable to such Goods as regards the design, manufacture, quality, packaging and use of such Goods which are in force at the time of supply of the Goods or applicable to such Services as regards any parts or materials used in the performance of the Services;
  - comply with and be properly marked in accordance with any regulations and directives applicable to similar goods supplied in the country of use
- 3.2 Limited shelf life Goods shall be clearly identified with a shelf life expiration date. Goods with a limited shelf life shall be delivered with a minimum of 75% of available shelf life remaining.

Limited shelf life Goods delivered in multiple quantities shall be from the same batch or lot and have the same expiration date.

- 3.3 Without prejudice to ViskoTeepak's other rights under the Contract or otherwise, at ViskoTeepak's option, the Supplier shall at its own cost (including the cost of transporting any Goods or equipment) replace or repair any defective Goods or Services and remedy any defect, failure or other detriment to ViskoTeepak arising from a breach of the warranties set out in this Condition 3, within 12 months of the date of acceptance of the Goods or completion of performance of the Services.
- 3.4 If remedial action is not taken by the Supplier within a reasonable time period (having regard to the nature of the defect), ViskoTeepak may proceed to do, or direct a third party to do, the work at the Supplier's risk and expense.
- 3.5 The Supplier warrants that parts or materials for use in ViskoTeepak products do not contain substances that are on the Authorization (Annex XIV) or Restriction (Annex XVII) Lists of REACH; or above 0.1% by weight of any substance in the Candidate List of Substances of Very High Concern (SVHC's), which is published as part of Regulation (EC) No 1907/2006 (REACH).

#### **4 INDEMNITY AND INSURANCE**

- 4.1 The Supplier shall hold harmless and indemnify ViskoTeepak from and against any liability, loss, costs (including legal fees), expense, damage, death or injury in consequence of a defect in design (other than a design made or furnished by ViskoTeepak), parts or materials or workmanship of Goods or Services or any breach by the Supplier of the Contract (including any late delivery of Goods and/or performance of Services) or any negligence, wilful default or wrongful act or omission of the Supplier, its employees, sub-contractors or agents, save to the extent that such liability, loss, cost, expense, damage or injury is due to the negligence of ViskoTeepak.

#### **5 INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

- 5.1 All intellectual property rights including patents, trade marks, service marks, design rights (whether registered or unregistered), copyright (including any future copyright) and any application for any of the foregoing, arising from work conducted or prepared by the Supplier for ViskoTeepak or in tooling supplied by or on behalf of, or funded by ViskoTeepak shall belong to ViskoTeepak and the Supplier agrees at ViskoTeepak's expense to execute all documents and do all such other things as may reasonably be required (i) to assign such rights to ViskoTeepak and (ii) to otherwise assist ViskoTeepak in applying for and being granted such rights.
- 5.2 Property in all goods and materials (including, without limitation, photographs, drawings, illustrations, film negatives, positives, bromides, recordings, proofs, physical embodiments of computer programmes, tools/tooling and dies) supplied to the Supplier by or on behalf of ViskoTeepak, or prepared, manufactured or procured by the Supplier specifically for or in connection with the performance of the Contract for ViskoTeepak shall belong to ViskoTeepak and shall immediately upon ViskoTeepak's request be handed over to ViskoTeepak free of charge and in good condition and no such goods or materials shall be used by Supplier other than in the performance of the Contract or disposed of without the prior written consent of ViskoTeepak.
- 5.3 All information and documents provided to the Supplier by ViskoTeepak, or otherwise acquired by the Supplier relating to ViskoTeepak's business, or created or produced by or on behalf of the Supplier specifically for or in connection with the performance of the Contract for ViskoTeepak shall be kept confidential by the Supplier and shall not be used or caused to be used by the

Supplier other than for the purposes of the Contract without first obtaining ViskoTeepak's express consent in writing.

- 5.4 The provisions of Condition 5.3 above shall continue in force notwithstanding termination, however caused, or completion, of the Contract.
- 5.5 Without prejudice to Condition 5.3, if the Supplier assigns or sub-contracts any part of the Contract to any person in accordance with Condition 8.1, the Supplier shall ensure that such person agrees to be bound by these Conditions 5.1 to 5.5 (inclusive) as though a party to the Contract and the Supplier shall indemnify ViskoTeepak against any consequences of the Supplier's failing to do so, including any claim made by such person which it could not make if it were a party to the Contract.
- 5.6 The Supplier warrants that the sale, possession, resale or use of the Goods and/or the performance of the Services to be supplied do not infringe any third party intellectual property rights including patents, designs (whether registered or not), copyright, trade and service marks (whether registered or unregistered), and undertakes to indemnify and hold harmless ViskoTeepak, its employees, officers, servants, agents, successors, assigns and customers ("the Indemnified Parties") against all royalties or licence fees (to the extent not specifically provided for) and against all damages, expenses, losses or costs suffered by the Indemnified Parties or which the Indemnified Parties may be liable in respect of any breach of this warranty. The Supplier will give the Indemnified Parties all such support and assistance as the Indemnified Parties reasonably require in defending a claim that the Goods and Services infringe any third party intellectual property rights. If it should come to ViskoTeepak's knowledge that a claim may arise under this warranty, ViskoTeepak reserves the right to terminate the Contract forthwith on written notice and without any liability.
- 5.7 The Supplier shall make no reference to ViskoTeepak in its advertising, literature or correspondence without ViskoTeepak's prior written agreement. Nothing in this Contract shall entitle the Supplier to use name or logo of ViskoTeepak without the prior written consent of ViskoTeepak.

## **6. TERMINATION**

- 6.1 ViskoTeepak shall be entitled to terminate the Contract immediately upon notice and to enter the Supplier's premises and remove any ViskoTeepak property if:
- There is a material breach of a term or any breach of warranty of the Contract by the Supplier; or
  - Any distress or execution shall be levied on the Supplier's goods or if the Supplier has a receiver, administrator, administrative receiver or manager appointed over the whole or any part of its assets, becomes insolvent, compounds or makes any arrangement with its creditors or commits any act of bankruptcy or is wound up or goes into liquidation or if the Supplier shall suffer any analogous proceedings under foreign law.
- 6.2 Termination of the Contract shall be without prejudice to the accrued rights of ViskoTeepak or the Supplier prior to the date of termination.

## **7. VISKOTEPAK CODE OF CONDUCT AND ETHICAL PURCHASING POLICY**

- 7.1 The Supplier acknowledges that ViskoTeepak has a code of ethics (the "Code of Conduct") and operates an ethical purchasing policy, covering areas such as labor, safety and the environment.

Copies of Code of Conduct may be viewed on [www.viskoteepak.com](http://www.viskoteepak.com) and are available from ViskoTeepak on request. The Supplier shall maintain a consistently high standard of integrity in all its business relationships with ViskoTeepak and to foster the highest possible standards of professional competence in all its activities. To this end, in supplying goods and/or services to ViskoTeepak, the Supplier agrees that it shall not knowingly take any action which violates the Code of Conduct. Further, no ViskoTeepak employee or officer is authorised to propose to the Supplier or approve conduct inconsistent with the Code of Conduct.

- 7.2 The Supplier shall comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption and generally in the course of conducting business behave ethically, with integrity and mutual respect (the "Relevant Requirements"); have and shall maintain in place throughout the term of this agreement its own policies and procedures to ensure compliance with the Relevant Requirements by any of the Supplier's employees, officers, representatives and subcontractors and any person who acts for or on its behalf in connection with the performance of the Contract; warrant that no intermediary of any kind was used in the negotiation and conclusion of the Contract. Breach of this clause shall be deemed a material breach of the Contract.
- 7.3 ViskoTeepak shall have the right to terminate its business relationship and any associated agreements with the Supplier if the Supplier is (or ViskoTeepak reasonably believes that the Supplier is) in material breach of the Code of Conduct or Relevant Requirements and, in the case of breaches which are capable of remedy, the Supplier fails to remedy such breach, after written notification by ViskoTeepak of such breach, within the cure period specified by ViskoTeepak for such remedy. In determining the length of any cure period ViskoTeepak shall act reasonably, having regard to the severity and nature of the breach.

## **8. MISCELLANEOUS**

- 8.1 The Contract is made with the Supplier on the basis that the Goods will be supplied and/or the Services performed by the Supplier and no assignment, by operation of law or otherwise, or subcontracting may be made without the prior written consent of ViskoTeepak. ViskoTeepak may transfer the Contract including rights and obligations hereunder to another company of the ViskoTeepak Group without the prior written consent of the Supplier.
- 8.2 Save as expressly provided, no term or provision of the Contract shall be enforceable by a third party (being any person other than the parties and their permitted assignees and successors).
- 8.3 No failure or delay on the part of ViskoTeepak to exercise any power, right or remedy under the Contract shall operate as a waiver thereof nor shall any single or partial exercise by ViskoTeepak of any power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy. No waiver by ViskoTeepak of any breach of any of the terms and conditions of the Contract shall be construed as a waiver of any subsequent breach whether of the same or of any other term or condition hereof. No waiver by ViskoTeepak shall be validly made unless made in writing.
- 8.4 All Contracts, acceptances, correspondence, specifications and other documents shall be governed by and construed in accordance with the laws of Finland. To the extent these Conditions contain conditions that are inconsistent with the Finnish Act on Sale of Goods (355/1987), the Conditions shall prevail. Any dispute, controversy or claim arising out of or relating to these Conditions or any agreements based on these Conditions, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the

Finnish Central Chamber of Commerce by one (1) arbitrator appointed in accordance with the said rules. The arbitration language shall be English, and the place of arbitration shall be Helsinki..

- 8.5 In the event that any term or provision of the Contract is declared null and void or unenforceable by any court of competent jurisdiction, the remainder of the provisions of the Contract shall remain in full force and effect to the fullest extent permitted by applicable law.
- 8.6 Headings to these Conditions are for guidance only and do not form part of these Conditions.