

September 1st 2020

STANDARD TERMS AND CONDITIONS OF SALE
ViskoTeepak Group

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

1. Definitions

- Buyer – a party issuing a purchase order or otherwise buying Goods from Seller;
- Goods – the object of Seller’s quotation, proposal or order acknowledgement and offered to Buyer by way of purchase;
- Seller – Any legal entity within the ViskoTeepak Group, as the case may be from time to time; and
- Terms – these Standard Terms and Conditions of Sale.

- 2. Applicable Terms** These Terms shall exclusively govern any and all sale of Goods referred to in Seller’s quotation, proposal or order acknowledgement, as the case may be. Whether these Terms are included in Seller’s quotation, proposal or order acknowledgement, such offer or acceptance is conditioned on Buyer’s assent to these Terms. Acceptance of delivery without prior objection to the Terms of the acknowledgement shall constitute such assent.

All purchase orders or other requests from Buyer to Seller to purchase Goods are subject to Seller’s final and unconditional acceptance and shall be confirmed by Seller in writing through a quotation, proposal or order acknowledgement. Any inconsistencies between a purchase order and Seller’s quotation, proposal or order acknowledgement shall always be for the benefit of Seller’s quotation, proposal or order acknowledgement.

These Terms, together with any quotation, proposal or order acknowledgement issued or signed by Seller, comprise the complete and exclusive statement of the agreement between Buyer and Seller in relation to the sale, purchase and delivery of Goods (the “**Agreement**”) and supersede any terms contained in Buyer’s documents, unless separately signed by Seller.

- 3. Prices and Terms of Payment** Seller and Buyer shall agree on a price for the Goods beforehand and in writing. Seller sends an invoice to Buyer according to the terms agreed upon in writing and Buyer shall settle the invoice within the prescribed time on the invoice. Payment shall be made to any of Seller’s bank accounts specified on the invoice. Payment must always be made in the currency indicated on the invoice. Payments will be deemed made on the date on which the funds are at Seller’s disposal. Payments will be first credited against the oldest debt. Any advance payments will not accrue interest. The payment is in default if payment has not been made within the prescribed time on the invoice. In case of a payment default, Buyer is charged twelve (12) percent delay interest per year on the unpaid amount or, if said interest rate is not permitted according to the legislation in Buyer’s country, with the maximum interest rate permitted according to the legislation in Buyer’s country. If Buyer’s financial condition has deteriorated, or it has discontinued its payments, or it has become over-indebted, or insolvency proceedings have been opened or a petition for their commencement has been made with respect to its assets, or Buyer’s cheques or notes are not honoured, then all outstanding or suspended claims will be called in for immediate payment. In such cases, Seller will be entitled to demand advance payments or the provision of security, or where Buyer, following a demand, definitively refuses to perform the Agreement or provide security, to terminate the Agreement or demand compensatory damages based on non-performance.

4. **Delivery** The time of delivery of the Goods to Buyer shall be agreed upon separately between Seller and Buyer. This time may be reasonably extended due to Force Majeure. If delivery, either as a whole or in part, is rendered impossible or commercially impracticable due to Force Majeure for a foreseeable time of more than six months, Seller has the right to terminate the Agreement. Seller takes no responsibility for delayed delivery due to reason caused by Buyer and reserves the right to invoice Buyer for any additional costs arising from such delay. Seller reserves the right to make partial deliveries to a reasonable extent.

Buyer shall take delivery of the Goods in accordance with the confirmed delivery date specified in the Agreement by the Seller or at the latest seven (7) days from Seller's notification that the Goods are ready for delivery, whichever is the latest (the "**Delivery Date**"). Buyer shall take all necessary measures to take delivery of the Goods and will supply Seller with delivery instructions promptly on Seller's notification to Buyer that the Goods are ready for delivery.

Buyer's obligation to take delivery of the Goods as provided in these Terms constitutes a material obligation of Buyer.

No later than six (6) weeks prior to the Delivery Date, Buyer may request a deferral of the Delivery Date. The request shall be in writing and shall include the reason for why a deferral is requested. Seller may accept or refuse, at its sole discretion, a request for deferral. If accepted, the deferred Delivery Date is defined as the "**Deferred Delivery Date**". Deferral of the Delivery Date shall not in any case be for longer than three (3) months from the initial Delivery Date.

Notwithstanding any other remedies available under these Terms, should the Buyer be delayed in collecting or taking delivery of the Goods with more than seven (7) days from the Delivery Date or, as the case may be, the Deferred Delivery Date, Seller shall be entitled to charge Buyer compensation for preservation expenses amounting to at least two (2) % of the Purchase Price per month of delay, to be paid by Buyer within 30 days of issuance of the corresponding invoice.

If Buyer fails to collect or take delivery of the Goods within three (3) months of the Delivery Date or, as the case may be, the Deferred Delivery Date, Seller shall be entitled, without prejudice to its other rights, to terminate all or part of the Agreement and to dispose of the Goods, and to charge Buyer an amount of seventy (70) % of the Purchase Price as penalty to be paid by Buyer within 30 days of issuance of the corresponding invoice. Buyer and Seller agree that such sums payable to Seller under this paragraph are a genuine pre-estimate of the costs and losses which Seller would suffer from Buyer not taking delivery of the Goods. If the penalty does not in full cover the costs, losses or damage actually suffered by Seller as a result of Buyer's failure to collect or take delivery of the Goods, Seller is entitled to demand such amount from Buyer and Buyer shall promptly pay such demand.

5. **Shipment** Unless otherwise explicitly agreed upon in writing between Seller and Buyer, the Goods are delivered FCA (INCOTERMS 2020) Seller's nominated premises. The Goods shall be delivered in packaging appropriate for the shipment and the Goods itself.

Goods shall be supplied and paid for in quantities confirmed by the Seller in the Agreement. Each shipment shall be considered a separate and independent transaction. Partial shipments are not allowed unless agreed upon between Seller and Buyer in writing.

Seller may suspend shipment of any unfulfilled Agreement between the Buyer and Seller in the event of any act or omission on the part of Buyer or if Buyer is in material breach of Buyer's obligations under an Agreement, whether separate or not.

- 6. Retention of Title** The Goods and any specifications, estimates, notes, product information, advertisement material and other documents or information prepared or disclosed by Seller remains the title of Seller until Buyer has settled all claims arising from its business relations with Seller. The Goods subject to title retention are referred to as the “**Secured Goods**”. Seller’s retention of title extends to any new products that are created when the Secured Goods are processed. If the Secured Goods are processed, linked to or co-mingled with other goods not belonging to Seller, then Seller will acquire a pro rata coownership interest equal to the ratio of the invoiced value of the Secured Goods to the invoice value of the other materials. Buyer may resell or otherwise use the Secured Goods only if Buyer is in a position to and is prepared to discharge all of its obligations towards Seller, and if such resale or usage is executed within Buyer’s ordinary course of business. Buyer hereby assigns to Seller all claims in connection with such sale of the Secured Goods, in order to secure Seller’s claims arising from the business relationships between Seller and Buyer. Buyer is authorized to collect the claims hereby assigned to Seller, until Seller has revoked such authority. As long as Seller retains title of the Goods, Buyer shall treat and hold the Secured Goods in a safe and careful manner. The Secured Goods shall, on Buyer’s responsibility, be stored in such a way that the Secured Goods remain easily identifiable as Seller’s property. Buyer may not, as long as Seller holds ownership to the Secured Goods, pledge or create a security interest in the Secured Goods. Seller shall immediately and in writing be notified of any action taken against the Secured Goods by third parties and Seller shall not be held responsible for any costs arising from actions taken in order to stop such action or to replace the Secured Goods.

- 7. Warranty** The Seller warrants that the Goods will be manufactured according to the contractual standards and good industry practice and by using perfect materials. Goods found to be defective shall be covered by the warranty specified below. Any claims beyond this warranty shall be excluded. In order to determine whether the quantity and quality of the Goods conform to the terms of the Agreement and whether the Goods are suitable for the intended purpose of use, Buyer must inspect the Goods immediately upon delivery. Buyer shall promptly, but no later than within fourteen (14) days following delivery to Buyer, and in writing notify Seller of any identifiable defects or quantitative discrepancies. In case the delivered quantity deviates with more than ten (10) % from the confirmed order quantity it is defined as a quantitative discrepancy. Written notice of any latent defects or discrepancies must be provided to Buyer promptly following discovery, but within one (1) year following delivery to Buyer at the latest. Seller takes no responsibility for latent defects in case the Goods are sold on a special discount as mutually agreed between Seller and Buyer. The written notice shall include specification of the order and invoice as well as a brief description of the problem. Failure to submit such notice (complaint) in a timely manner will result in the loss of the right to enforce claims against Seller based on defects or discrepancies unless Seller fraudulently concealed the defect. In the event that the Goods are found to be defective due to circumstances arising before the transfer of risk, Seller shall remedy all defects by rectifying the defect or, at Seller’s option, by supplying Goods that are free from defects (remedy). Replaced Goods shall become the property of Seller. Buyer shall grant Seller sufficient time and opportunity to remedy the defect and shall ensure that Seller has unlimited access to the delivered Goods. The time granted to remedy the defect shall be agreed with Seller. Buyer's failure to comply with these requirements shall relieve Seller from its liability for any consequences arising there from.

- 8. Liability** Seller shall not be liable for any consequential, incidental, special, punitive or other indirect damages, and Seller's total liability arising at any time from the sale or use of the Goods shall not exceed the purchase price paid for the Goods. These limitations apply whether the liability is based on contract, tort, strict liability or any other theory. Notwithstanding the limitation above, Seller will be liable for any damage resulting from injury to life, limb or health, which may be attributable to a wilful or negligent breach of an obligation by Seller or one of Seller's statutory representatives or vicarious agents.
- 9. Force Majeure** Seller shall not be liable for any breach of contract due to an unforeseeable hindrance that cannot be avoided using reasonable means. Such event of Force Majeure may be, but is not limited to, Act of God, explosion, flood, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance; epidemics or pandemics; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes; difficulties in obtaining raw materials, labour, fuel, parts or machinery, or power failure or breakdown in machinery.
- 10. Miscellaneous** These terms, together with any quotation, acknowledgement issued or signed by Seller, comprise the complete and exclusive statement of the agreement between Buyer and Seller (the "**Agreement**") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. Seller is not contractually bound by additional terms or requirements that appear in confirming documentation that arrive at Seller's place of business after order acknowledgement and commencement of order fulfilment. Any acceptance of Buyer's terms may affect applicable pricing. No part of the Agreement may be changed or cancelled or supplemented except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent.
- 11. Trademarks and copyright** Trademarks held by Seller may be used in connection with products that are processed or manufactured by Buyer only with special written consent of the trademark holder. Seller retains ownership, reproduction right and copyright to any written or other reproducible material that are sent to Buyer and may thus not be copied, rewritten or otherwise reproduced by Buyer without Seller's special written consent.
- 12. Confidentiality** Any and all information regarding Seller and/or Seller's business and/or products and/or other information relating to Seller in connection with the business relationship between Buyer and Seller, which, on the basis of its circumstances, is to be regarded as a business or trade secret shall remain confidential. Such information shall not be disclosed to any third party without Seller's prior written consent.
- 13. Place of Performance, Governing Law and Dispute Resolution** These Terms and any agreements based on these Terms are governed by Finnish law. To the extent these Terms contain conditions that are inconsistent with the Finnish Act on Sale of Goods (355/1987), the Terms shall prevail. Any dispute, controversy or claim arising out of or relating to these Terms or any agreements based on these Terms, 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.