

1. Application of the Terms; Definitions

1.1. These Terms shall exclusively apply to all Requests for Quotations (RFQ), Requests for Proposal (RFP), Requests for Information (RFI), other quotations, Purchase Orders, deliveries and Supply Contracts between Sulbana Oy ("Purchaser") and the Supplier of any goods or services to the Purchaser. Any additional or different terms of the Supplier are expressly rejected and shall only apply if expressly agreed in writing by the Purchaser. Any amendments or addendums to these Terms shall not become binding unless agreed upon in writing by the Parties' authorized representatives.

1.2 For the purpose of these general terms of purchase ("Terms") the "Supplier" means any party to whom a RFQ, RFP, RFI, other quotation or purchase order is addressed to by the Purchaser or the supplier who is the signatory of a Supply Contract or who otherwise delivers goods or services to the Purchaser. "Goods" means any materials, components, parts or other goods delivered or agreed to be delivered to the Purchaser by the Supplier and "Services" means any service performed or provided or agreed to be provided by the Supplier to the Purchaser. Supply Contract means a mutually in writing agreed contract for the supply of Goods or Services, a contract formed by Supplier's acceptance of purchaser order or a contract formed by the Purchaser's acceptance of Supplier's quotation.

1.3. In case there is a conflict between these Terms and any Supply Contract, the terms of a Supply Contract or frame agreement shall take precedence.

2. Inquiries and Offers

Purchaser submits all requests for information, proposals and quotations (RFI, RFP and RFQ) without commitment. Supplier shall submit the quotations free of charge.

3. Supply Contracts

3.1. The Supplier shall supply the Goods or the Services pursuant to the terms set out in the respective Supply Contract and these Terms. The Supplier shall ensure timely delivery of the Goods and Services.

3.2. Supply Contract as well as the respective amendments or addendums thereto shall be concluded in writing except that Supplier's performance related to a Purchase Order will constitute acceptance of the Purchase Order. If the Supplier fails to accept the Purchase Order within five (5) business days after its reception, the Purchaser shall be entitled, but not obliged, to revoke the Purchase Order.

3.3. All indications, if any, of yearly or total purchasing volumes for Goods or Services are solely projections and do not establish any obligation for the Purchaser to order such volumes. The Supplier's price conditions shall not be based on minimum order volumes.

3.4. The Supplier may not assign or delegate any of its obligations under any Supply Contract or these Terms to a third party without obtaining a prior written approval from the Purchaser. The Supplier is responsible for the performance of any third party as for its own.

4. Goods

Goods shall be manufactured according to the agreed specifications. In case of missing information concerning specifications, drawings etc. the Supplier shall request such information that is necessary for the manufacture and delivery of the Goods. In case the Supplier becomes aware of discrepancies or mistakes in the specifications, drawings etc., the Supplier shall inform the Purchaser without delay.

5. Spare Parts

5.1. In case the delivered Goods require spare parts, the Supplier shall ensure availability and supply of spare parts in respect of the total volume of Goods delivered for a period of at least 10 years following the last delivery of Goods.

5.2. If the Purchaser develops the Goods itself or the Purchaser has paid the Supplier for the development, the Supplier undertakes to supply spare parts only to the Purchaser.

6. Certificate of Origin and Chemical Substances

6.1. The Supplier shall provide a written declaration of the origin of the Goods. This declaration shall be furnished to the Purchaser latest together with the first shipment of Goods. The Supplier shall proactively promptly inform the Purchaser of the origin of any new Goods.

6.2. If requested by the Purchaser, the Supplier shall provide evidence on the origin of Goods e.g. by means of an information sheet confirmed by the responsible customs authorities.

6.3. The Supplier shall comply with all applicable export control laws and regulations, including but not limited to international trade restrictions. The Supplier shall, upon the Purchaser's request, provide the Purchaser with all necessary information and documentation relating to the Goods (including software and technology) in order for the Purchaser to comply with applicable export control laws and regulations, including but not limited to international trade restrictions.

6.4. If the importation or exportation of the Goods requires an import or export license the Supplier will assist the Purchaser in obtaining any such license. Should further official documents be required for the intended use of the Goods, the Supplier shall provide such documents to the Purchaser without delay and make them available to the Purchaser at the Supplier's cost.

6.5. If requested by the Purchaser, the Supplier shall provide evidence that the delivered Goods are fit for food contact according to IFS Food.

6.6. The Supplier shall specifically comply with the European Regulation on Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) (EC) 1907/2006. The Purchaser shall not be regarded and will not act as an importer of Goods under REACH. Therefore, if the Supplier is located outside of EU the Supplier shall appoint its representative within EU.

7. Delivery of Goods and Time of Delivery

7.1. The Supplier shall comply, and deliveries of Goods shall take place, in accordance with the Purchase Order or as otherwise agreed between the parties. Supplier shall pack the Goods in a proper manner to prevent damage or deterioration during shipment.

7.2. Time is of the essence for the Purchaser. Supplier shall deliver the Goods, and Services at the times and in the volumes specified in the Supply Contract and/or delivery schedule or purchase order. Advance, partial or excess deliveries are subject to Purchaser's prior written consent.

7.3. The Supplier shall immediately inform the Purchaser of any foreseeable delays, including the anticipated duration and impact of such delay. If the Supplier fails to inform the Purchaser, such failure shall be regarded as gross negligence of the Supplier.

7.4. If a delivery is delayed, for reasons other than Force Majeure or attributable to the Purchaser, the Purchaser is, in addition to its other rights and remedies available, entitled to liquidated damages as fair and reasonable pre-estimate of damages. The liquidated damages payment shall be one percent (1%) of the price of the delayed Goods or Services for each commenced week of delay. The liquidated damages shall

not in total exceed ten percent (10%) of the total value of the Purchase Order.

7.5. If the Supplier fails to deliver the Goods or the Services as agreed the Purchaser may additionally, without limiting its other rights and remedies

i) expedite the shipment of Goods in question at Supplier's cost; ii) obtain Goods or Services from an alternate source and charge additional costs to the Supplier; and/or iii) cancel the Purchase Order or Supply Contract.

7.6. Notwithstanding anything to the contrary in this Section 7, the Purchaser shall be entitled to full compensation for all Consequences incurred due to failure to deliver in accordance with the Supply Contract. Liquidated damages paid will be considered when calculating the amount of full compensation.

8. Passing of Title and Risk, Inspection

8.1. Title and risk to the Goods is transferred to the Purchaser at the time of delivery (in accordance with the agreed Incoterms delivery term).

8.2. The Purchaser's inspection on the delivery of Goods is limited to checking the correct quantity and type of Goods and packaging for any clearly visible transportation damage. The Purchaser shall notify the Supplier in writing of defects in delivery discovered in this inspection latest within 10 working days from the receipt of delivery.

9. Warranty for Goods

9.1. Supplier warrants all Goods to be free from defects in design, materials and workmanship. In addition, the warranty includes that the Goods shall:

i) be in working condition and completely new; ii) be fit and safe for the purpose for which they are intended; iii) strictly conform to the specification(s); and iv) comply with all the applicable laws and regulations including standards required by the same in the relevant sales markets.

9.2. The warranty period is 24 months from the date of delivery unless otherwise agreed. Any longer periods of liability for defects prescribed in the national laws of any sales market into which any Goods, or products into which Goods have been incorporated, are delivered, shall supersede the provisions of this Section. The Purchaser shall without delay notify the Supplier of defects in the Goods as soon as they are detected in the regular course of business. To that extent, the Supplier shall waive any defense on delayed notice of defects.

9.3. Without prejudice to any other rights and remedies the Purchaser may be entitled to under the Supply Contract and/or applicable law, the remedies specified in Sections 9.4 and 9.5 below apply.

9.4. If any Goods do not meet the warranties, Purchaser may at Purchaser's sole option and upon notice to Supplier, (i) require the Supplier to repair, rework or replace the Goods within such period of time as the Purchaser may specify at Supplier's sole risk and expense and at location appointed by the Purchaser, (ii) repair the Goods or cause the Goods to be repaired by any third party at Supplier's sole risk and expense, or (iii) terminate the Supply Contract in whole or in part without incurring any liability to Supplier, if the Purchaser reasonably considers that none of the actions mentioned in (i) through (ii) are feasible or effective to attain the purpose of the Supply Contract.

Purchaser has the right to deduct the value of the defective Goods from any invoice of the Supplier or if no such invoices exist, the right to have a full refund for the defective Goods. If the same Goods are repeatedly delivered in a defective condition, the Purchaser, after a written notice, shall be entitled to terminate the Supply Contract.

9.5. Notwithstanding anything to the contrary in this Section 9, the Purchaser shall be entitled to full compensation for all Consequences incurred due to defective Goods, including those arising out of any action to recall any defective Goods or any product into which the defective Goods have been incorporated.

9.6. The Supplier shall promptly inform the Purchaser of any defects or of a risk of defect as soon as reasonably possible.

10. Services

10.1. Services shall be supplied according to the specifications and with the accuracy and the professional skill to be expected from a professional and experienced service provider.

10.2. In case of missing information concerning Specifications, drawings, instructions etc. the Supplier shall request such information that is necessary for the supply of the Services. In case the Supplier becomes aware of discrepancies or mistakes in the Specifications, drawings, instructions etc., the Supplier shall inform the Purchaser without delay.

10.3. The Supplier shall be responsible for its personnel and/or subcontractors performing the Services. Unless otherwise agreed in writing between the Parties, the Supplier is responsible for the supervision of the work.

11. Working Instructions

11.1. The Purchaser shall arrange appropriate information about the order, safety and security at Purchaser's premises. The Supplier shall acquaint itself with the working conditions at the place where the Services are provided and ensure that its personnel and/or subcontractors are informed of and comply with any safety regulations and instructions of the Purchaser in force at the place where the Services are performed.

11.2. The Purchaser shall ensure that the Supplier has access to the premises where the Services are performed, if the Services are performed at Purchaser's site or plant. Unless otherwise agreed in the Supply Contract, the Services shall be performed during the normal working hours of the place or site where the Services are provided.

12. Employment and Contractual Relation

12.1. The provision of the Services shall not establish employment contract between the Purchaser and the Supplier or the Supplier's employees. The Supplier shall fulfil all obligations towards its employees in accordance with all applicable laws, applicable collective agreements, and employment contracts.

12.2. The Supplier shall provide the Purchaser with all necessary reports, certificates, and information concerning the services and the Supplier's employees and/or subcontractors as required by the applicable laws and regulations, including the Finnish Act on Contractor's Obligations and Liability.

13. Warranty for Services

13.1. The Supplier warrants all Services to be free from defects in design, materials, and workmanship. In addition, the warranty includes that the Services shall:

i) be performed in a professional and diligent manner; ii) conform to the best practices in the industry; iii) strictly conform to the specification(s); and iv) comply with all the applicable laws and regulations including standards required by the same in the relevant markets.

13.2. The Services included in the delivery shall be presented for the approval of the Purchaser. Before delivering the Services for inspection, the Supplier shall carry out a preliminary inspection to ensure that the quality and degree of work completion is such that it will obviously pass final inspection. The inspection shall be ordered and carried out in accordance with the Purchaser's instructions.

13.3. The warranty period is 24 months from the date of delivery unless otherwise agreed.

13.4. The Purchaser shall without delay notify the Supplier of defects in the Services as soon as they are detected in the regular course of business. To that extent, the Supplier shall waive any defense on delayed notice of defects.

13.5. Without prejudice to any other rights and remedies the Purchaser may be entitled to under the Supply Contract and/or applicable law, the remedies specified in Sections 13.6 and 13.7 below apply.

13.6. If any Services or part of Services do not meet the warranties, Purchaser may at Purchaser's sole option and upon notice to Supplier, (i) require the Supplier to complete, rework, repair, or replace the Services within such period of time as the Purchaser may specify at Supplier's sole risk and expense and at location appointed by the Purchaser, (ii) complete, repair, or rework the Services or cause the Services to be completed, repaired, or reworked by any third party at Supplier's sole risk and expense, or (iii) terminate the Supply Contract in whole or in part without incurring any liability to Supplier, if the Purchaser reasonably considers that none of the actions mentioned in (i) through (ii) are feasible or effective to attain the purpose of the Supply Contract.

Purchaser has the right to deduct the value of the defective Services from any invoice of the Supplier or if no such invoices exist, the right to have a full refund for the defective Services. If the same Services are repeatedly delivered in a defective condition, the Purchaser, after a written notice, shall be entitled to terminate the Supply Contract.

13.7. Notwithstanding anything to the contrary in this Section 13, the Purchaser shall be entitled to full compensation for all consequences incurred due to defective Services.

13.8. The Supplier shall promptly inform the Purchaser of any defects or of a risk of defect as soon as reasonably possible.

14. Changes

14.1. The Purchaser may require changes to the purchase order, Supply Contract, delivery schedule, Goods, or Services at any time. If such changes result in an increase or a reduction of Supplier's costs or in a delay of delivery, Supplier shall inform the Purchaser immediately. If a Supply Contract has already been concluded, the Parties shall agree in writing on a reasonable adjustment of the Purchase Order.

14.2. All changes to the Goods, or Services shall be agreed mutually in writing before start of a change process.

14.3. Upon receipt of a change request from the Purchaser, the Supplier undertakes to evaluate the change request and respond to the Purchaser promptly and latest within 5 working days. The response shall include a proposal for a detailed project plan, quotation for the costs and timelines for implementing the requested change.

14.4. The Supplier is not entitled to make any changes, including but not limited to changes in the manufacturing process, manufacturing or other location, Specifications, country of origin and/or dispatch location or approved sub-suppliers without obtaining prior written approval from the Purchaser.

15. Compliance

15.1. The Supplier shall comply with all applicable laws, directives and regulations that relate to the Goods or the Services, as well as the Purchaser's requirements communicated to and accepted by the Supplier.

15.2. Environmental data related to the production of the Goods or supply of the Services, the Goods themselves and

transportation of the Goods or in relation to the Services must be made available upon the Purchasers' request to enable environmental assessments (e.g. life cycle assessment).

15.3. The Supplier shall submit a valid certificate as the confirmation of the Supplier's fulfillment of taxation responsibilities in a legible copy and shall inform the Purchaser promptly in writing upon any changes thereto.

16. Prices and Payment Terms

16.1. Unless otherwise agreed in writing, the prices specified in a Supply Contract shall be all inclusive encompassing i.e. the Goods or the Services, proper packaging, any rights granted to the Purchaser, overtime expenses as well as possible travel, daily, and lodging allowances, and all Supplier's obligations and all public charges determined by the authorities, except value added tax. Value added tax shall be added to the prices in accordance with applicable regulations. The Supplier may not charge any additional amounts unless otherwise expressly agreed in writing.

16.2. Unless otherwise explicitly agreed between the Parties in writing, the term of payment is 30 days net from the receipt of an invoice. Invoice shall not be considered received by the Purchaser prior to the actual completion of delivery of the Goods or the Services in accordance with the Supply Contract. The Purchaser has the right to set off its receivables from the Supplier against any invoice.

16.3. For Services charged according to the amount of working hours, the Supplier shall present the timecards signed or approved by other documented means weekly by the Purchaser's representative. Without the signed or approved timecards, the Services in question shall not be compensated.

16.4. Payment shall be made to the Supplier's bank account indicated in the invoice or by means of credit note procedure respectively.

16.5. The Supplier shall not assign its claims for money due from the Purchaser without prior written consent which may not be unreasonably withheld. If the Supplier assigns its claims for money contrary to this Section the assignment shall be valid, but the Purchaser may validly make payment to the Supplier or the assignee.

17. Intellectual Property Rights

17.1. All rights to the drawings, technical documents, tooling, data, software and other material disclosed or provided by the Purchaser to the Supplier shall remain the property and be deemed to be Confidential Information of the Purchaser.

17.2. The Supplier grants to the Purchaser an unlimited, fully paid up, irrevocable, perpetual, non-exclusive, sub-licensable and transferable right and license to freely utilize all results (including but not limited to know-how, testing and development reports, suggestions, drafts, designs, drawings, recommendations, samples, models, software including source code, CAD data records including histories, etc.), produced by the Supplier in the framework of the activities specified in the Supply Contract (hereinafter referred to as "Work Results"). All Work Results shall be made available without any copyright or other designations of Supplier. To the extent the Work Results are protected by copyrights, Supplier hereby expressly grants the Purchaser the right to assign the rights and modify the Work Results.

17.3. Unless otherwise agreed in writing, the Purchaser shall have and obtain the exclusive rights in all aspects, including without limitation all Intellectual Property Rights worldwide and in perpetuity, in or pertaining to the Goods or part thereof to the extent customized by or for the Purchaser and to their specifications. If requested by the Purchaser, the Supplier shall provide the drawings or specifications of the customized Goods or part thereof. The Purchaser may free of charge sell,

manufacture, have manufactured and/or otherwise use, license and/or commercialize any of the customized Goods or customized part thereof without charge. Supplier shall not directly or indirectly manufacture, sell or otherwise use or commercialize any such customized Goods or customized part thereof for or to any other party (including itself or any of its affiliated companies) without the Purchaser's prior written consent.

17.4. The Parties commit themselves to inform each other of all alleged or identified violations of any IPR. The Supplier shall inform the Purchaser about the use of any published or unpublished IPR owned by or licensed to Supplier, which relate to the Goods.

18. Indemnities

18.1. No inspections, tests, approval, or acceptance of Goods, or Services by the Purchaser shall relieve Supplier from its liability.

18.2. Supplier shall indemnify the Purchaser against and hold the Purchaser harmless from all consequences and claim(s) related to or arising from:

- i) product liability, product safety, personal injury and/or death, loss of and/or damage to property;
- ii) infringement or alleged infringement of Intellectual Property Rights attributable to Supplier's manufacturing process, Goods or their proper use, or performance of the Services;
- iii) any defect of the Goods, and/or Services;
- iv) failure of the Supplier to comply with any applicable law, statute or regulation.

18.3. The Purchaser shall provide written notification to the Supplier of a claim. If possible, the Supplier will be given the opportunity to investigate the root cause of the claim. The Supplier shall assist the Purchaser in responding and defending the claim or assume the defense of the claim if requested by the Purchaser.

18.4 Unless specifically agreed herein, neither party shall be liable for the other party for any indirect or consequential damages. The limitation shall not apply to any damages caused by willful misconduct or gross negligence or any damages related to Intellectual Property Rights or confidentiality obligations.

19. Force Majeure

19.1. Subject to compliance with Section 19.2, neither Party shall be liable for non-performance caused by a Force Majeure Event. For the purpose of these Terms, Force Majeure Event means an event caused by an impediment beyond the Party's control, which it could not have considered at the time of the conclusion of the Supply Contract, and the consequences of which could not reasonably have been avoided or overcome by such Party.

19.2. A Party shall notify the other Party of a Force Majeure Event, including its expected length and impact on the Party's ability to meet its contractual obligations, in writing without delay. The Party shall correspondingly notify the other Party of the termination of a Force Majeure Event.

19.3. When becoming aware of a Force Majeure Event or threat of it the Parties agree to immediately commence discussions and agree actions on mitigating the effects of Force Majeure Event (for example (i) implementation of a production contingency plan, (ii) increasing Supplier's inventory of finished Goods to a level sufficient to sustain deliveries during Force Majeure Event).

The division of additional costs due to the mitigation actions will be mutually agreed in writing.

19.4. In case a Force Majeure Event continues for a period exceeding thirty (30) days, the Purchaser may cancel the undelivered portion of the Supply Contract.

20. Insurance Requirements

20.1. The Supplier shall procure and maintain at its sole expense, adequate insurances with reputable and financially sound insurance companies to cover the Supplier's liability against the Purchaser and third parties. Liability insurance policies shall have combined single limits of no less than one million EUR (EUR 1,000,000) per occurrence and in the annual aggregate.

20.2. The Supplier shall promptly provide to the Purchaser certificates of such valid insurances signed by the issuing company or their agent and proof of payment of premiums at any time upon renewal date of such insurances as well as upon the Purchaser's request.

21. Confidentiality and Processing of Personal Data

21.1. Each Party shall keep in confidence all Confidential Information and shall not disclose the Confidential Information to any third party or use the Confidential Information for any purpose other than for the performance of the Party's obligations or exercising its rights under the Supply Contract ("Purpose").

21.2. A receiving Party shall have the right to:

- i) copy Confidential Information only to the extent necessary for the Purpose;
- ii) disclose Confidential Information only to those of its employees and permitted sub-contractors who need to know Confidential Information for the Purpose;
- iii) disclose Confidential Information to its own advisors provided that such advisors are bound by confidentiality provisions at least as restrictive as contained in this Section 21.

21.3. The confidentiality obligation shall not apply to information that the receiving Party can evidence:

- i) being public knowledge or later becoming public knowledge other than by breach of the confidentiality obligation; or
- ii) having been in the possession of the receiving Party with the full right to disclose it prior to receiving it from the disclosing Party;
- iii) having received it from a third party with a full right to disclose it and without a confidentiality obligation; or
- iv) having been developed at any time independently without accessing or using Confidential Information of the disclosing Party.

21.4. Each Party shall comply with the applicable laws and regulation in processing personally identifiable information ("Personal Data"). In case the Supplier processes personally identifiable information on behalf of the Purchaser, the Parties shall conclude a separate written data processing agreement.

21.5. The Supplier may only disclose the business relations to the Purchaser, including mentioning Purchaser in reference lists, after prior written approval by the Purchaser.

21.6. The provisions of this Section 21 shall survive the expiration or termination of any Supply Contract or frame agreement.

22. Termination

22.1. Each Party shall have the right to terminate any Supply Contract and any delivery with immediate effect upon written notice to the other Party if

i) the other Party commits a material breach of any of the terms and conditions of the Supply Contract or these Terms and, if remediable, fails to remedy such a breach within thirty (30) days of the other Party's written notice thereof; or

ii) the other Party is insolvent, declared bankrupt, is put into liquidation, sells all its assets, ends its business or it otherwise, without justified reason, ceases with its payments to the terminating Party.

22.2 The termination of any Supply Contract under this Section 22 shall not affect the Parties' rights and liabilities accrued by the time of termination.

22.3. In case of termination of the Supply Contract by the Supplier, the Supplier shall send a written notification to the Purchaser in such time that the Purchaser is able to secure production of the Goods or supply of the Services from another Supplier without disturbances.

23. Governing Law and Dispute Resolution

23.1. Any purchase order or Supply Contract as well as these Terms are governed by, construed and interpreted in accordance with the laws of Finland excluding its choice of laws principles. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

26.2. Any dispute, controversy or claim arising out of or relating to purchase order or Supply Contract as well as these Terms or as a result of or in connection with the contractual relationship between the parties, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one (1). The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be Finnish. The foregoing shall not prevent either Party from seeking for injunctive or other interim relief from any competent court.