

1. General

In these General Terms and Conditions of Purchasing ("General Terms") "Buyer" shall mean Wipak Oy or its Affiliate in question (as defined later). "Supplier" shall mean the entity to whom the order is addressed.

The General Terms shall apply to all deliveries of products, materials, works or services ("Goods") to Buyer unless specifically agreed otherwise in a General Purchase Agreement or otherwise in writing between Supplier and Buyer. The applicability of any general terms and conditions of Supplier is hereby expressly rejected. Confirmation or execution of an order by Supplier constitutes a contract ("Contract").

Affiliate" shall mean any entity that that directly or indirectly controls, is controlled by or is under common control with a party. As used herein, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities or other interests, by contract or otherwise. Wipak Oy may order Goods for its Affiliates, in which case, the General Terms shall apply accordingly. Wipak Oy's Affiliates may also order Goods directly from Supplier according to the General Terms. Supplier shall invoice the Affiliate in question.

2. Order

Supplier shall confirm an order, reject the order or inform Buyer of Supplier's amendments to the order within 2 working days from the receipt of the order. Failure to confirm or reject an order within the aforesaid period shall be deemed confirmation of the respective order by Supplier.

By providing Supplier a written notice Buyer may within reasonable time after placing the order amend or change the Order or cancel the Order. If such order amendment would result in a change in price or delivery date, Supplier must notify Buyer in writing thereof without delay, calculating the new price and delivery date. The new price and delivery date shall take effect, if Buyer accepts in writing the new price and delivery date. The amended Order is subject to these General Terms.

3. Price

The price for the Goods shall be the price agreed by the parties in the order mechanism or separately. The prices constitute total compensation by Buyer to Supplier for the purchase of the Goods i.e. including all taxes (excluding value added tax). The package materials are included in the price. Unless otherwise stated in the Order, Buyer shall have no obligation to return the package materials.

4. Warranty

Supplier warrants that the Goods shall in every respect comply with mutually agreed description, samples, drawings, plans and specifications and shall be free from defects in design, materials and workmanship, and the Goods shall be of satisfactory quality and fit and functioning for their particular purpose and/or for the purpose for which Goods of that kind are commonly used. Supplier warrants that neither the Goods nor Buyer's use, sale or distribution of them will infringe any patent, registered design, trademark, copyright or other intellectual property right ("Third Party Right").

The Goods shall also be deemed defective if it deteriorates or any characteristic of it changes after the risk has passed ("Deterioration") for reasons other than fair wear and tear or Buyer's failure to comply with storing instructions issued by Supplier to Buyer prior to the delivery. This condition shall not apply if Deterioration is due to a third party (other than the Supplier's subcontractor or agent) or Force Majeure.

The Supplier shall ensure that the Goods have not been exposed to any microbiological, foreign body or chemical hazards. Supplier warrants that the Goods are manufactured and sold in accordance with applicable laws.

5. Handling, Packaging, Marking and Transportation

Supplier agrees to ensure that its personnel and its carriers observe all applicable laws, industry standards and instructions (including but not limited to, instructions given by Buyer) concerning handling, packing, marking and transportation of the Goods. When Supplier is responsible for the transportation, Supplier agrees to ensure that all transportation vessels and equipment in which the Goods are transported are suitable for the purpose and are appropriately cleaned to avoid contamination.

6. Delivery, Delay, Title and Risk of Loss

Unless otherwise agreed in the order mechanism or separately, the time of delivery is 30 days from the date the Contract was concluded, and the term of delivery is DDP, Buyer's location (the Incoterm shall be interpreted in accordance with the version of the Incoterms valid at the time Buyer submits the order). If Supplier has reason to believe, that it will not be able to comply with the agreed delivery time, it shall promptly notify Buyer of such delay, the reason for it and the expected duration of the delay.

If delivery is delayed by more than two (2) days, Buyer shall be entitled to liquidated damages calculated on the basis of the price of the delayed Goods at the rate of five per cent (5%) per each commencing week of delay or part thereof up to a maximum of twenty-five per cent (25%) of the price of the delayed Goods. In addition, Buyer is entitled to recover its actual damages in excess of the liquidated damages.

If any delivery of Goods is delayed (due to reasons other than Force Majeure or an act or omission of Buyer) by more than three (3) days, Buyer shall have the right to terminate the Contract and claim for damages. In case Buyer deems it necessary to obtain substituting Goods from other suppliers in case a delivery is delayed by more than three (3) days (due to reasons other than Force Majeure or an act or omission of Buyer), Supplier shall compensate Buyer for the price difference and other additional costs and expenses resulting from such purchase.

Title to the Goods and risk of loss shall pass to Buyer at the time of delivery.

7. Quality Control

Any change in the chemical constitution or production of Goods or any other change that may affect the quality or function of Goods or fulfillment of Supplier's delivery obligations ("Change") requires prior written approval of Buyer. Furthermore, Supplier agrees to inform Buyer when the implementation of agreed Change shall take place.

Supplier agrees to properly inspect and supervise the quality of raw materials and substances used in the manufacturing process and to ensure the uniform quality of the Goods. Supplier shall at all times remain responsible for quality control of the Goods, and for the defects in the Goods. Supplier agrees to inform Buyer without undue delay of any quality related issues and shall make the needed correction to its manufacturing processes without delay. Buyer has the right but no obligation to inspect the Goods.

When applicable, Supplier agrees to submit to Buyer the certificates of analysis of the delivered Goods together with each shipment. Buyer may reject the shipment if there is no certificate of analysis. Furthermore, Supplier agrees, at Buyer's request, to submit to Buyer Supplier's inspection and testing records and other information relating to Goods.

Supplier shall retain a sample from each delivery of the Goods for the shelf life of the Goods but not less than one (1) year to confirm that the Goods meet the specifications and the Contract. Supplier shall maintain manufacturing records of Goods for at least ten (10) years.

Upon Buyer's prior written request, Supplier shall enable an audit by the Buyer or by a notified body of Buyer in Supplier's premises. In case of unannounced audit by notified body of Buyer, Supplier shall allow such audit to take place in its plant/premises, if it is reasonably possible.

Supplier warrants that it is able to perform a complete and rapid traceability of the Goods to enable end-products to be withdrawn from the market if needed.

Supplier warrants continuous delivery of the Goods. Supplier may not discontinue the production of Goods without providing Buyer at least one (1) year prior written notice. Upon receipt of a discontinuation notice, Buyer will have an option, exercisable within notice period, after receipt of such discontinuation notice, to submit an order for Goods to be delivered prior to the planned discontinuation of production, at maximum in a quantity of Goods purchased by Buyer during the previous twenty-four (24) months. Upon mutual agreement of Buyer and Supplier, Buyer may order additional quantities. Delivery times will be agreed separately between the Buyer and Supplier.

8. Defective Goods

In the event Buyer determines that the Goods do not conform to the Contract or are otherwise defective, Buyer shall have the right to reject the Goods, in whole or in part. Buyer may, at its discretion, provide Supplier a reasonable opportunity to replace the defective Goods at Supplier's cost or terminate the Contract and request refund of the purchase price and purchase the nearest equivalent goods from third parties at Supplier's cost. This Article 8 does not restrict Buyer's access to other legal remedies for defects under the applicable law. All storage and other costs related to the defective Goods shall be paid by Supplier. If any of the Goods do not conform to the agreed specifications or the Contract, Supplier shall be liable for any expenses and damages, including without limitation damage to other materials, products or property of Buyer, reasonable costs for the destruction of the defective Goods and other affected materials, and lost work and machine hours

9. Payment

Payment term is 90 days net end of month. Payment term is calculated from the end of the month when the invoice is dated. Payment takes place when Buyer pays the invoice. However, the invoice shall become payable only after the whole delivery has taken place. If the delivery is not in conformity with the Contract, Buyer is entitled to postpone payment until Supplier has provided full remedy or the matter is otherwise finally settled. Payment shall never imply a waiver by the Buyer of any right it may have under this Contract or by law.

10. Intellectual Property Rights and Insurance

Supplier shall indemnify, defend and hold Buyer harmless in full against any and all claims by third parties in case the Goods or manufacturing methods of Supplier infringe the intellectual property rights of a third party provided that such infringement is not a result of using methods specified or instructions provided by Buyer. In the event that Buyer is obliged, exclusively for the purposes of this Contract, to make use of industrial inventions, know how, trademarks and/or other intellectual property rights of which Supplier is the holder, the latter shall grant Buyer a non-exclusive and royalty free licence (with a right to grant sub-licences) for use of the said inventions, know how, trademarks and/or other intellectual property rights for the purposes of this Contract.

Supplier shall maintain in force commercial general liability, product liability and recall insurance coverages. The minimum amount of indemnity shall be EUR 5.000.000 any one claim and in the aggregate during one insurance policy period.

11. Force Majeure

Neither party shall be liable for failure or delay of performance of any of its obligations under the Contract if such failure or delay is due to unforeseeable causes beyond its reasonable control, including fire, war, acts of terrorism, trade restrictions, riot and natural disasters; provided that any such delay or failure shall be remedied by such party as soon as possible after removal of the cause of such failure. A party suffering such event shall promptly notify the other party in writing of the cause and expected duration of such delay.

If a Force Majeure event of Supplier continues for more than seven (7) calendar days, Buyer may cancel the Contract and Supplier shall refund the purchase price to Buyer if the invoice was already paid by Buyer.

If Supplier is affected by an event of Force Majeure, Supplier shall allocate its available supply of Goods, raw materials and related manufacturing facilities, as the case may be, among all Supplier's customers on such basis that Buyer's percentage reduction will not exceed the overall percentage reduction in the total quantity of the Goods, components, raw materials and related manufacturing facilities that Supplier has available for supply.

12. Confidentiality

The parties hereto undertake towards each other during the term of the Contract and four (4) years thereafter to keep in the strictest confidence all confidential information received from the other party in connection with the Contract, and to use the said information for the purposes of the Contract only. However, the obligation above shall not apply to information which is or becomes a part of the public domain other than by breach of the Contract; was lawfully in the receiving party's possession prior to the disclosure under the Contract without any obligation to keep it confidential; is disclosed to the receiving party by a third party who has rightfully received the information and is not prohibited from disclosing it to the receiving party; or the receiving party can reasonably demonstrate was independently developed by the receiving party without utilizing confidential information obtained from the disclosing party. Employees of Party's Affiliates shall not be considered as third parties.

13. Miscellaneous

No waiver by Buyer of any breach of the Contract by Supplier shall be considered as a waiver of any subsequent breach of the same or another provision. If any provision of the Contract is held to be invalid or unenforceable, the validity of the other provisions of the Contract shall not be affected.

Supplier shall not assign, transfer or subcontract the Contract without prior written consent of Buyer. Supplier is liable for the performance and non-performance of any subcontractors approved by Buyer. Buyer shall be entitled to assign the Contract, in whole or in part, to any group company within the Wipak group.

All rights and obligations of the parties hereunder shall cease to have effect immediately upon termination or expiration of the Contract, save that termination or expiration shall not affect any rights or obligations of the parties accrued prior to or upon termination or expiration, nor shall such termination or expiration affect the validity of provisions of the Contract that should due to their nature survive the termination of the Contract.

14. Environmental and Energy Management

Supplier commits to make every effort to limit the environmental impact of its business operations and shall forward any certification available proving its efforts to use energy efficiently protecting the environment.

15. Compliance with Supplier Code of Conduct

Supplier shall ensure that Goods are sourced and produced throughout the entire supply chain under a set of internationally acceptable social and ethical guidelines and standards. Supplier warrants to comply with Whuri Supplier Code of Conduct, which is available at www.whuri.fi.

16. Compliance with Sanctions

Supplier warrants that it is not sanctioned, or owned or controlled (true position or otherwise) by any sanctioned person or entity; has not breached and will not breach any sanctions; will make sure that the Goods it supplies to Buyer are not, directly or via a third party, imported from any sanctioned country in violation of any applicable export or import restrictions; and will make sure the proceeds of the transaction are not used to benefit any sanctioned person. Sanctions shall mean EU restrictive measures implemented pursuant to any European Union regulation or decision in the European Union level; U.S. sanctions or trade embargoes imposed, administered or enforced by the Office of Foreign Assets Control of the U.S Department of Treasury ("OFAC") or any other competent authority of the U.S. government; United Nations sanctions imposed pursuant to any United Nations Security Council Resolution; and UK sanctions implemented, administered or enforced by Her Majesty's Treasury or any other competent authority of the UK Government.

17. Governing Law and Arbitration

The Contract shall be governed by the laws of Finland without reference to principles of conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Contract. Any dispute, controversy or claim arising out of or relating to the Contract, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be three (3). The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English.