

## GENERAL TERMS AND CONDITIONS OF PURCHASING

### 1. General

These General Terms and Conditions of Purchasing ("General Terms") shall apply to all products ("Products") purchased by Faerch Finland Oy (hereinafter "Buyer") from their suppliers ("Supplier") unless specifically agreed otherwise in writing between Supplier and Buyer. Supplier shall be deemed to accept the General Terms by receiving the order ("Order") from the Buyer ("the Agreement"). The General Terms shall be subject to further amendments and an updated version is always available on Buyer's website [www.paccor.com](http://www.paccor.com). For the avoidance of doubt no other terms and conditions of the Buyer, or the Supplier shall apply to the Agreement or any deliveries from the Supplier to the Buyer, unless specifically agreed otherwise in writing.

### 2. Production Location / Quality Control

For the purpose of ensuring that the Supplier is complying with its obligations under the Agreement the Supplier shall submit to the Buyer at the Supplier's expense samples of the Product and of the material used in the preparation of the Products in accordance with such instructions as reasonably requested in writing from time to time by the Buyer. The Supplier shall permit the Buyer, their officers and agents to enter and inspect and audit, during Supplier's normal working hours, the plant facilities, equipment and methods used by the Supplier in the preparation, production, packaging, storage and handling of the Products, and shall take all reasonable steps necessary to implement any reasonable suggestions made by the Buyer. Without prejudice to other provisions in this section 2 the Supplier shall at all times remain solely responsible for quality control with respect to the Products.

### 3. Forecasting, capacity and volumes

For planning purposes only, the Buyer will forward regular non-binding forecasts of requirements to the Supplier. No compensation whatsoever shall be payable to the Supplier in the event the quantities actually purchased deviate from the estimated quantities.

### 4. Moulds/Print Origination

Unless otherwise agreed, the moulds/print origination and other tools and instruments ("Paccor Tools") paid by the Buyer and used for the manufacturing of the Product shall be in the Buyer's ownership. The Supplier shall never use Paccor Tools for third parties' supply. Paccor Tools shall be under the Supplier's control and any damage or loss incurred to Paccor Tools shall be duly compensated to the Buyer by the Supplier. Upon the termination of an Agreement or an Order, Paccor Tools shall be returned to the Buyer at request, at Supplier's cost.

### 5. Delivery, Title and Risk of Loss

Delivery of the Products shall take place in clean, hygienic, physically sound conditions according to the terms as specified in the Agreement, in such quantities and at such times as the Buyer shall have designated in the Order or other communication to the Supplier. Title to and risk of loss of the Product shall pass to the Buyer upon delivery at the agreed location on the terms specified in the Order. If the delivery terms are not specified in the Order, the Products shall be delivered DDP the Buyer's plant specified in the Order. All interpretation of the delivery terms shall be in accordance with the Incoterms, latest edition. Without prejudice to the foregoing, the Supplier shall notify the Buyer in writing immediately as it becomes aware that it will be unable to deliver the Products on the due date or within the agreed time. The Products shall be packed and marked in accordance with the Buyer's instructions and always be packed as to have the necessary protection to prevent damage of the Products during the transportation.

### 6. Warranties

The Supplier warrants that the Products sold to the Buyer hereunder shall at the time of delivery be in accordance with specifications agreed on and fit for the purpose for which Products of that kind are commonly used. The Supplier, furthermore, warrants that the Products shall comply with any relevant legal requirements in force at the time of delivery. The Supplier shall ensure that the Products have not been exposed to any microbiological, foreign body or chemical hazards, and the Supplier shall provide the Buyer with all information of the characteristics of the Products on request. Documentation evidencing the compliance with the above and all necessary information of quality, environmental, health and safety effects of the Products and the management systems of the said effects implemented by the Supplier must be made available by the Supplier on request. The Products shall be free from all defects in design, materials and workmanship. The Supplier warrants that the Products shall not infringe or violate against any intellectual property right of a third party, and the Buyer shall be entitled to use, sale, distribute or otherwise dispose of the Products.

### 7. Performance Measuring and Remedies

At the time of shipment of the Product to the Buyer, the Supplier shall send to the Buyer's quality control department at the Buyer's receiving facility or such other location as the Buyer may designate the certificate of analysis of each shipment of Product at a separate request of the Buyer. The Supplier shall retain a sample from each delivery of the Products for not less than one year. Furthermore, production/batch records identifying lots of raw materials used in the manufacture of a batch of the Products shall be retained by the Supplier for one year. The Buyer shall notify the Supplier without unnecessary delay, if the Buyer determines that any Product does not meet its specification, or otherwise does not comply with the terms and conditions of the Agreement. Such defective Product shall constitute a breach of contract and shall be immediately upon request from the Buyer replaced by the Supplier at the Supplier's costs and expense without prejudice to any other remedy of the Buyer under this Agreement or by law. All storage and other costs related to the defective Products shall be for the account of the Supplier. Risk in the defective Products shall at all times remain with the Supplier. The Supplier shall defend, indemnify and hold the Buyer harmless from and against all liability, loss, costs and expenses (including legal expenses) indirect, consequential, special, punitive or exemplary damages, including but not limited to loss of profits, loss of business,

depletion of goodwill or otherwise awarded against or incurred or paid by the Buyer as a result of or in connection with the breach by the Supplier of any of the warranties or other obligations set out in this Agreement or applicable by law, negligence or willful misconduct of the Supplier, or product liability or environmental liability to the extent that such claims are based upon any alleged defect in the Product.

### 8. Price / Price Adjustment

The price for the Products to be paid by the Buyer shall be exclusive of any applicable Value Added Tax, which shall be specified separately. The Price for the Products shall be DDP the Buyer's place of business, including all transportation costs, unless otherwise specifically agreed in the Agreement. For the duration of this Agreement no increase in the price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange, investment or otherwise), without the prior consent of the Buyer in writing.

### 9. Payment

Payment shall never imply a waiver by the Buyer of any right it may have under this Agreement or by law.

### 10. Term and Termination of Agreement

In the event of breach of the Agreement by either party with respect to any Order, which breach is not remedied within thirty (30) days after the breaching party receives notice of the alleged breach from the other party, the non-breaching party may, in addition to any other remedies and without any compensation to the other party, cancel the order concerned or the Agreement by written notice. All rights and obligations of the parties hereunder shall cease to have effect immediately upon termination or expiration of the Agreement, 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 those clauses agreed to survive termination or expiration.

### 11. Force majeure

In the event either of the parties by a cause beyond its control or risk suffers the inability to perform all or any part of its obligations under this Agreement, the party suffering such disability shall be excused from such performance for as long as and to the extent to which such event causes such inability to perform. The party affected by any such events shall immediately notify the other party and indicate the expected duration of such interruption. The parties will use their respective best endeavors to mitigate the effect thereof in the best possible way. In the event the force majeure continues beyond a period of thirty (30) days, the other party has the right to terminate the Order concerned by written notice, without having to pay any form of compensation.

### 12. Governing Law and Arbitration

The Agreement shall be governed by and construed in accordance with laws of the place of incorporation of the Buyer. Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach or validity thereof shall be finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall take place in the domicile of the Buyer and shall be conducted in the English language. The applicability of the 1980 Vienna Convention on the International Sale of Goods is excluded.

### 13. Confidentiality

The parties hereto undertake towards each other during the term of this Agreement and three (3) years thereafter to keep in the strictest confidence all confidential information and trade secrets received from the other party in connection with this Agreement, and to use the said information for the purposes of this Agreement only. However, the obligation above shall not apply to confidential information which the receiving party may prove having been in the possession prior to the first receipt from the other party; which at the date hereof or thereafter becomes a matter of public knowledge without a breach of this Agreement; or which the receiving party may prove having been obtained from a third party under circumstances permitting its disclosure to others.

### 14. Further acts, notices and general obligations

The parties will execute, make and do all such assurances, documents, acts and things as may be necessary for effective execution of this Agreement. All notices, demands or other communication shall be in the English language and shall be deemed to have been duly given or made when delivered by mail of telefax.

### 15. Assignments

Neither Party shall be entitled to assign its rights or obligations under this Agreement to a third party other than its Affiliates.

### 16. Partial invalidity

In case one or more provisions of this Agreement are or become invalid the remaining provisions of the Agreement shall not be affected thereby.

### 17. Non-waiver

The failure of either party at any time to require performance of any provisions of this Agreement shall not affect its right to enforce the same or any other right.

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