

**1. Interpretation****1.1 Definitions:**

Commencement Date: the date the Contract commences, as set out in the Contract.

Conditions: these terms and conditions.

Contract: the mutual contract between the Customer and the Supplier for the sale and purchase of the Goods/Services, such as confirmed order, including the Schedules and these Conditions.

Delivery Date: the date specified in the Contract for completed delivery of Products/Services.

Delivery Location: the address for delivery of the Goods/Services, as set out in the Contract.

Goods/Services: the Goods/Services (or any part of them) as set out in the Contract.

Intellectual Property Rights: Any intellectual property rights (patents, utility models, rights to inventions, copyright and neighbouring rights, trademarks, business names and domain names, rights in trade dress, goodwill, rights in designs, database rights, rights to use, including know-how and trade secrets), in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Price: the price for the Goods/Services, as set out in the Contract Details.

Specification: the specification for the Goods/Services as set out in the Contract Details.

Supplier Code of Conduct: the Customer's code of conduct for its suppliers as last time provided to Supplier or as available on Customer's webpage.

Termination Date: the date the Contract terminates, as set out in the Contract.

VAT: value added tax or any equivalent tax chargeable in Finland or elsewhere.

2. Commencement and term

The Contract shall commence on the Commencement Date and shall continue until completed or, or if terminated earlier in accordance with Contract until the Termination Date.

3. The Goods/Services

3.1 The Supplier shall ensure that the Goods/Services:

- (a) correspond with their description and any applicable Specification;
- (b) be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;
- (c) be free from defects in design, material and workmanship and not be injurious to the health and safety of any person using or handling the Goods/Services and remain so for ten (10) years after delivery; and
- (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods/Services.

3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

3.3 The Customer has the right to inspect and test the Goods/Services at any time before delivery.

3.4 If following such inspection or testing the Customer considers that the Goods/Services do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.5 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods/Services and any such inspection or testing shall not reduce or



otherwise affect the Supplier's obligations under the Contract, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. Delivery

4.1 The Supplier shall ensure that:

- (a) the Goods/Services are properly packed and secured in such manner as to enable them to reach their destination in good condition; and
- (b) each delivery of Goods/Services is accompanied by a delivery note which shows the order number, the type and quantity of Goods/Services, special storage instructions (if any) and, if the relevant Order is being delivered by instalments, the outstanding balance of Goods/Services remaining to be delivered.

4.2 The Supplier shall deliver the Goods/Services specified in each Order:

- (a) on its relevant Delivery Date;
- (b) at the Delivery Location; and
- (c) during the Customer's normal business hours, or as instructed by the Customer.

4.3 Delivery of Goods/Services is completed on the completion of unloading of those Goods/Services at the Delivery Location.

4.4 If the Customer rejects any Goods/Services, they are returnable at the Supplier's risk and expense. If the Supplier fails to collect rejected Goods/Services within a reasonable period after notification of the rejection, the Customer may charge the Supplier storage costs and sell or dispose of the rejected Goods/Services. The Customer will account to the Supplier for the proceeds of sale (if any) after deducting the purchase price paid for the Goods/Services, storage costs and its reasonable costs and expenses in connection with the sale.

4.5 The Supplier shall not deliver Orders in instalments without the Customer's prior written consent. Failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment, shall entitle the Customer to the remedies set out in clause 5.

5. Customer remedies

5.1 If the Goods/Services are not delivered on the relevant Delivery Date, or do not comply with the undertakings set out in: clause 3.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods/Services, the Customer may exercise any one or more of the following remedies:

- (a) to reject the Goods/Services (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
- (b) to require the Supplier to repair or replace the rejected Goods/Services, or to provide a full refund of the price of the rejected Goods/Services (if paid);
- (c) to refuse to accept any subsequent delivery of the Goods/Services which the Supplier attempts to make;
- (d) to recover from the Supplier any costs incurred by the Customer in obtaining substitute Goods/Services from a third party; and
- (e) to claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

5.2 If the Goods/Services are not delivered on the Delivery Date, the Customer may at its option claim or deduct 1% of the price of the Goods/Services for each week's delay in delivery until the earlier of delivery or termination of the Contract by the Customer, by way of liquidated damages, up to a maximum of 15% of the total price of the Goods/Services. If the Customer exercises its rights under this clause 5.2, it may not exercise any of the remedies set out in clause 5.1 in respect of the Goods/Services' late delivery (but such remedies shall be available in respect of the Goods/Services' condition).

5.3 These Conditions shall apply to any repaired or replacement Goods/Services supplied by the Supplier.

5.4 The Customer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute.



6. Title and risk

Title and risk in the Goods/Services shall pass to the Customer on Delivery Date.

7. Price and payment

7.1 The Customer shall pay for Goods/Services in accordance with this clause 7.

7.2 The Price:

- (a) excludes amounts in respect of VAT, which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- (b) includes the costs of manufacturing, supply, packaging, insurance and carriage of the Goods/Services.

7.3 No extra charges shall be effective unless agreed in writing and signed by the Customer.

7.4 The Supplier may invoice the Customer for price of the Goods/Services plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, the Customer's order number, the Supplier's VAT registration number, and any supporting documentation that the Customer may reasonably require.

7.5 The Customer shall pay correctly rendered invoices within 60 days from the date of invoice. Payment shall be made to the bank account nominated in writing by the Supplier.

7.6 The Customer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier.

8. Indemnity

8.1 The Supplier shall keep the Customer indemnified against all claims, liabilities, costs, expenses, damages and losses suffered or incurred by the Customer arising out of or in connection with:

- (a) any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods/Services, to the extent that the claim is attributable

to the acts or omissions of the Supplier, its employees, agents or subcontractors;

- (b) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods/Services, to the extent that the defects in the Goods/Services are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- (c) any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods/Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

8.2 This clause 8 shall survive termination of the Contract.

9. Insurance

During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

10. Compliance with relevant laws and policies

10.1 In performing its obligations under the Contract, the Supplier shall:

- (a) comply with all applicable laws, statutes and regulations from time to time in force, including export control requirements and sanctions; and
- (b) comply with the Supplier Code of Conduct.

10.2 The Customer may immediately terminate the Contract for any breach of clause 10.1 by the Supplier.

11. Cancellation and Termination

11.1 The Customer may amend or cancel the Contract in whole or in part at any time



- before delivery by giving the Supplier written notice. The Customer shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods/Services at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
- 11.2 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 business days of that party being notified in writing to do so;
 - (b) the other party is in bankruptcy, liquidation, subject to company restructuring or another matter is causing the party to be insolvent;
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 11.3 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination.
- 11.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 12. General**
- 12.1 Force majeure.** Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance by the force majeure party continues for three (3) months, the other party may terminate

this Contract by giving 30 business days' written notice to the force majeure party.

12.2

Subcontracting.

The Supplier may not subcontract any or all of its rights or obligations under this Contract without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own.

12.3

Confidentiality and Intellectual Property.

Confidentiality undertaking

- (a) Each party undertakes that it shall not at any time during this agreement, and for a period of two (2) years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 12.3(b). For the purposes of this clause, **group** means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.
- (b) Each party may disclose the other party's confidential information:
- (c) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12.3(b); and
- (d) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (e) No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Contract.



Intellectual Property Rights

- (a) The Intellectual Property Rights to and ownership of the pre-existing material or products before performance of this agreement remain with the Party who owns them or with a third party.
- (b) Title to all Intellectual Property Rights generated under or during the term and within the scope of this agreement shall belong to the Customer.
- (c) Supplier indemnifies and holds Customer harmless against any claims arising from or in connection with the breach or alleged breach of third party Intellectual Property Rights by Products.

12.4 Entire agreement. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.5 Variation. No variation of the Product/ Services shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.6 Waiver. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be

deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.8 Notices.

Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.

A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address provided; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one business day after transmission.

12.9 Third party rights. No one other than a party to this agreement and their permitted assignees shall have any right to enforce any of its terms.

12.10 Governing law. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the laws of the Customer's domicile.

12.11 Jurisdiction. Each party irrevocably agrees that the courts of Customer's domicile shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.