

**DISTRUPOL OY****Terms and Conditions of Purchase for the Nordics****Finland****1. GENERAL**

- 1.1. In these terms and conditions, the "Buyer" shall refer to DISTRUPOL OY and/or its subsidiaries or associated companies, and the "Seller" shall refer to the individual, firm or company with whom the Buyer has placed an order. The term "Contract" shall refer to any order placed by the Buyer, and accepted by the Seller for the delivery of goods. "Order" shall mean the Buyer's written instruction to supply the Goods, incorporating these terms and conditions. "Goods" shall mean any Goods agreed in the Contract to be bought by the Buyer from the Seller (including any part or parts of them).
- 1.2. The Order constitutes an offer by the Buyer to purchase Goods and/or services from the Seller in accordance with these terms and conditions.
- 1.3. The Order shall be deemed to be accepted on the earlier of (i) the Seller issuing written acceptance of the Order; or (ii) any act by the Seller consistent with fulfilling the Order, at which date the Contract shall come into existence.
- 1.4. These terms and conditions shall apply to the Contract to the exclusion of any other terms that the Seller seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.
- 1.5. Any variation from these terms and conditions will be valid only if and to the extent that it has been expressly confirmed by the Buyer in writing.

**2. ORDERS**

- 2.1. All Orders, including Orders for direct deliveries, shall be accepted by the Seller prior to dispatch or within five (5) working days of the Seller's receipt of the Order, whichever is the earlier, confirming quantity, product specification, price and delivery date.
- 2.2. Unless the Buyer's Order is confirmed in writing within the timeframe mentioned in clause 2.1, or delivery takes place within that time in response to the Order, the Buyer shall cease to be bound by it. Before the Order is acknowledged by the Seller, the Buyer shall have the right to cancel it at any time, without any liability to the Seller. Any modified acceptance of the Buyer's Order by the Seller is required to be expressly set out in writing. In this case, the Contract shall become effective only when such modifications are approved by the Buyer in writing.

**3. PRICES**

- 3.1. A price that has been accepted by the Buyer may not be increased without the Buyer's prior written consent.

**4. PAYMENT**

- 4.1. The price payable shall be that specified in the Order and unless otherwise agreed in writing by the Buyer shall be exclusive of value added tax but inclusive of all other charges, including without limitation, delivery of the Goods and any applicable duties or taxes. The invoice must be raised in the currency, which is stated on the Order.

- 4.2. The Buyer's standard payment terms of sixty (60) days from the end of the month in which the Goods were delivered apply to all Orders unless otherwise agreed in writing. If the Buyer is in delay with payment of amounts due, such delay shall not constitute a material breach that gives the Seller a right to terminate the Contract. The Buyer shall be liable for interest on late payments at the rate of 3 percent above the official bank rate of the National Bank.
- 4.3. Unless otherwise agreed in writing, the Seller will not send the invoice before the date of delivery. The invoice must be raised in the currency, which is stated on the Order.
- 4.4. All invoices must be sent to the Buyer's address as stated in the Order and quote the Buyer's relevant purchase order number. Without this, the Buyer cannot process payments. Any invoices that require a credit note from the Seller will not be paid until the credit note of the correct value is received. The credit note must quote the Buyer's purchase order number.
- 4.5. If the Buyer objects to an invoice, the Buyer shall be entitled to suspend payment until the objection has been resolved between the parties.
- 4.6. The Buyer may deduct from any monies due or becoming due to the Seller any money that may be due to the Buyer from the Seller.
- 4.7. If the Seller is in default towards the Buyer in the performance of its obligations, all of the costs involved in obtaining payment out of court, including, but not limited to, costs involved with sending reminders, notices of default or demand notices, will be for the Seller's account. The Seller will be required to compensate all costs incurred by the Buyer related to court proceedings in which the Seller is fully or partially unsuccessful. Those costs will in any event include the costs of external experts and external counsels, also in so far as such costs exceed the amount allocated by the court.

## **5. DELIVERY AND QUANTITY**

- 5.1. In the absence of any agreement to the contrary the Goods shall be delivered by the Seller, duty paid (DDP in accordance with INCOTERMS 2010) to the address stated by the Buyer in the Order, on the stipulated date and time at the expense of the Seller. Delivery in instalments will only be accepted with the Buyer's prior written consent.
- 5.2. The Seller shall promptly notify the Buyer if the Seller has reason to believe that the agreed date of delivery cannot be met. Such notification does not release the Seller from its obligations with respect to the agreed delivery time nor from its liability in that respect. The Seller shall further notify the Buyer of the estimated new delivery date.
- 5.3. The Buyer is entitled to terminate the Contract in respect of the delayed Order to the extent that the delay is significant. A delay shall always be deemed significant if it lasts for more than five working days and the Buyer shall in such case be entitled to compensation for costs incurred and losses suffered.
- 5.4. In case of a delay the Buyer shall in addition to what is stated above in clause 5.3 be entitled to liquidated damages amounting to five percent of the total price for the delayed Order per week, calculated per the first day of each week, and from the day when the Goods according to the Contract should have been delivered until they have been delivered. The aggregate amount of liquidated damages shall however not exceed 50 percent of the price for the delayed Order. The liquidated damages shall not exclude any other remedy available to the Buyer and the Buyer shall be entitled to claim additional damages to the extent that the Buyer can prove that the Buyer has incurred costs or suffered damages to an amount that exceeds the liquidated damages.
- 5.5. If the Goods are delivered to the Buyer in excess of the quantities ordered, the Buyer shall not be bound to pay for the excess and any excess will be and will remain at the Seller's risk and will be returnable at the Seller's expense.

- 5.6. The Buyer shall not be deemed to have accepted the Goods before it has had five (5) working days to inspect the Goods following delivery. The Buyer shall also have the right to reject the Goods as though they had not been accepted for five (5) working days after any latent defect in the Goods has become apparent.
- 5.7. If the Seller is responsible for delivery or for arranging delivery of the Goods to the Buyer's premises the Seller will be liable for all damages, which it or its carrier causes to the Goods or the Buyer's property in the course of delivery and completion of offloading. If Goods are delivered before the date specified in the Order, the Buyer shall be entitled at its sole discretion to refuse to take delivery or to charge for insurance and storage of the Goods until the contractual date of delivery. In addition, if the Buyer decides to take delivery of the Goods, payment shall still start from the delivery date stated in the Contract.
- 5.8. In case of Goods supplied from outside the country from where it will be delivered, the Seller shall ensure that accurate information is provided to the Buyer as to the country of origin of the Goods and shall be liable to the Buyer for any additional duties or taxes for which the Buyer may be accountable should the country of origin prove to be different from that advised by the Seller. Unless otherwise stated in the Order, the Seller is responsible for obtaining all the export and import licences for the Goods and shall be responsible for any delays due to such licences not being available when required.
- 5.9. Deliveries must be booked in, with the relevant Buyer site, at least 24 hours prior to delivery unless otherwise stated in the Order.
- 5.10. PROOF OF DELIVERY ("P.O.D")

Where the Buyer has requested that the Seller shall deliver directly to the Buyer's customer, a signed P.O.D. (with all details, including the Buyer's customer's signatory name, clearly printed) must be provided to the Buyer's site from where the Order was placed. The P.O.D. must quote the Buyer's purchase order number, quantity and description of Goods delivered and be received at that site, free of charge, within three (3) working days of delivery of the Goods.

## **6. DOCUMENTATION**

- 6.1. The Seller shall provide the Buyer with relevant documentation (including, but not limited to, the Certificates of Analysis) and the processing instructions before or at the time of delivery. The Buyer is entitled to use the documentation without restrictions, including, but not limited to, the right to make copies of the documentation.
- 6.2. Certificates of Analysis for all chemical products shall be provided free of charge with all deliveries or faxed prior to delivery, unless otherwise agreed in writing. They must quote the batch number and the Buyer's purchase order number.

## **7. RISK AND TITLE**

- 7.1. Unless otherwise stated in the Order, risk in the Goods shall pass to the Buyer on completion of delivery at the place specified in the Order and title to the Goods or any part of them shall pass to the Buyer on the earlier of delivery of the Goods or upon sooner payment, but nothing in this condition shall effect any right of the Buyer to reject Goods.
- 7.2. The Buyer is entitled to postpone delivery. In that event, the risk in the Goods will not pass to the Buyer and the Seller will be obliged to store, conserve, secure and insure the Goods properly packed, separated and identifiable, at its costs.

## **8. TRANSPORTATION AND PACKAGING**

- 8.1. The Seller must properly pack the Goods for shipment, considering the Goods' nature, to the delivery address. The packaging shall adequately protect the Goods against bad weather, corrosion, accidents, vibration or shocks, etc. The Buyer may at all time return the (transport) packaging materials for the Seller's account. The Seller shall collect all packaging materials used for the delivery or have such materials collected from the Buyer at the Buyer's first request, without being entitled to charge any costs in this respect. Any processing or destruction of the packaging materials by the Seller will be for its account and risk.
- 8.2. The Seller will ensure that deliveries of food, personal care or pharmaceutical products are not included in mixed loads with hazardous, industrial or corrosive substances. The Seller will further ensure that all products and primary packaging are appropriately protected from counterfeiting and contamination during storage and transit.
- 8.3. In offering the Goods to be delivered for transportation or in transporting them, the Seller shall comply with any and all applicable rules and regulations in all countries through which the Goods to be delivered will pass. The Seller shall furnish all information required or requested by the Buyer on the Goods or the handling of the Goods.
- 8.4. Along with the delivery address, the product names and code numbers used by the Buyer with respect to the Goods to be delivered must be stated on all accompanying transportation papers with respect to the Goods. Failure to do so will entitle the Buyer to refuse the Goods. The Seller must compensate the Buyer for any and all losses suffered by the latter in the event of such a refusal.
- 8.5. DEMURRAGE  
Demurrage will only be accepted after the standard time of three (3) hours from the agreed booking time. If the Seller misses the booking time, no demurrage will be paid.

## **9. VARIATIONS**

- 9.1. The Buyer shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Seller written notice. If the Contract has been terminated, work according to the Contract shall be discontinued and the Buyer shall, provided that the Contract has been terminated in whole, pay to the Seller fair and reasonable compensation for work in progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss. The termination of the Contract, howsoever arising, will be without prejudice to the rights and duties of the Buyer accrued prior to termination. The conditions which expressly or implied have effect after termination will continue to be enforceable notwithstanding termination.
- 9.2. The Buyer shall have the right to at any time modify the Contract by giving the Seller written notice hereof. If a request of modification in the Seller's opinion has an impact on agreed prices or delivery dates, the Seller shall notify the Buyer of this without delay and at the latest eight (8) working days from when the Seller received the notice of the modification. If the Buyer finds the impact on prices or delivery dates unreasonable, the parties shall consult each other in order to find a solution. If no such solution can be found, the Buyer shall be entitled to terminate the Contract and the Seller shall be entitled to compensation in accordance with clause 9.1 above.

## **10. INSPECTION - REJECTION**

- 10.1. The Buyer is at all times entitled to inspect the Goods to be delivered or to have the Goods inspected by its representatives, both during production, processing and storage and after delivery and the Seller shall assist the Buyer in this respect. Such inspection by the Buyer shall not mean that the Goods shall be deemed delivered or accepted by the Buyer. The Buyer's failure to discover a defect to the Goods during an inspection shall not relieve the Seller of any responsibilities if a defect to the Goods is discovered at a later stage.

- 10.2. The Seller shall give the Buyer or third parties designated by the Buyer access to the production, processing or storages sites at the Buyers request.
- 10.3. The Seller shall allow the Buyer or third parties designated by the Buyer access to the production, processing or storage site or sites at the Buyer's first request in order to inspect the Goods and the facilities. The Seller shall render any assistance required by the Buyer in this respect. If the Goods cannot be inspected due to a circumstance for which the Seller can be held responsible, the Seller will be liable for the loss thus caused. Such inspection will mean neither delivery nor acceptance of the Goods to be delivered. However, the Buyer's failure to discover a defect or to execute an inspection will not discharge the Seller from its liabilities in relation to any defect.
- 10.4. The Buyer is not obligated to perform a specific inspection of the Goods after delivery. The Seller is obligated to subject all Goods to be supplied to the Buyer or to third parties under the Contract to an exit inspection.

## **11. GUARANTEE**

- 11.1. The Goods and/or services shall be provided by the Seller in compliance with applicable law and regulations. To the extent that any codes, guidance and/or requirements are advisory rather than mandatory, the standard of compliance to be achieved by the Seller shall be the best practice of the relevant industry. In all cases the costs of compliance shall be borne by the Seller.
- 11.2. The Seller will obtain and at all times maintain all necessary licenses and consents and comply with applicable law and regulations and observe all health and safety rules and regulations and any other security requirements that apply at any of the Buyer's premises.
- 11.3. The Goods shall be of the best available design, of the best quality (including packaging), material and workmanship, be without fault and conform in all respects with the Order and any specifications supplied or advised by the Buyer to the Seller. The Seller warrants, represents and undertakes to the Buyer that:
  - a. the Goods are supplied in accordance with the specification agreed by the parties and with submitted and approved (by the Buyer) samples and have been tested accordingly by the Seller;
  - b. the Goods are of good quality, without faults and defects and
  - c. where the Goods are custom designed, blended or manufactured for the Buyer, or technical advice in relation to their formulation, application and use has been provided by the Seller, the Seller warrants that the Goods are fit for the purpose for which they are intended by the Buyer. In so far as the Seller is unaware of such purpose at the time of conclusion of the Contract, the Seller must obtain information on such purpose in writing from the Buyer in advance;
  - d. the Goods are free from all lien and encumbrance;
  - e. all information provided by the Seller to the Buyer in relation to the Goods shall be true and accurate in all material respects; and
  - f. to have provided the Buyer with all product and technical information as may be required by law.
  - g. The Buyer shall be entitled to inspect the Goods during their manufacture and prior to delivery where requested.
- 11.4. If the Goods do not comply with the above in this clause 11, they shall be considered defective and the Buyer reserves the right to reject them. The Buyer reserves the right to reject Goods whether or not any part of the Goods has been accepted by the Buyer.
- 11.5. The Buyer shall notify the Seller of a defect within a reasonable time from when the defect was

discovered by the Buyer. The Seller is responsible for defects for a period of two years from when the defective Goods were delivered to the Buyer and the Buyer must notify the Seller of the defect within that time period in order for the claim to be valid. The Buyer's rights under these conditions are in addition to the statutory conditions implied in favor of the Buyer under applicable law.

- 11.6. In case the Goods are defective, the Buyer is, without prejudice to the Buyer's other rights under the Contract or law, entitled to request, in its own opinion and in the order chosen by the Buyer, remedy of the defect by repair, or delivery of substitute goods, or a price reduction. The Seller is only entitled to remedy the defect by repair or by delivery of replacement goods if the Buyer agrees thereto. The Seller shall bear all costs and all risk in the event of remedy by repair or by delivery or substitute goods. The Seller shall fulfil its obligation to repair or delivery of substitute goods within five (5) working days from the Buyer's first request. If the Seller fails to fulfil its obligation within the stipulated time, the Buyer may purchase the goods from a third party or have measures taken by a third party on the Seller's account and risk. If the Buyer should choose a price reduction, it shall correspond to the decreased value the Goods have for the Buyer due to the defect. The Seller has the same liability for repaired or exchanged parts of the Goods as for the original Goods. Without prejudice to the Buyer's other rights under the Contract or law, the Buyer is entitled to receive compensation from the Seller for any and all losses and damages suffered by the Buyer due to Goods being defective. The Buyer is entitled to terminate the Contract, wholly or partially, if a defect is of significant importance to the Buyer.
- 11.7. The Buyer may return or keep defective Goods at the expense of the Seller until the Seller has issued further instructions as to what should be done with the Goods. Storage of the Goods will be made at Seller's account and risk.

#### 11.8. INFRINGEMENT

The Seller warrants that the design, construction, quality and supply of the Goods specified in the Order will not infringe any patent, trade mark, service mark, registered design, know-how, confidential information, rights under licenses or copyright or rights of the same or similar effect or nature in any part of the world and shall indemnify the Buyer against any action, claim, demand, costs, charges and expenses (including legal costs) arising from or incurred by reason of any infringement of this warranty. This clause shall survive the termination of the Contract.

## **12. QUALITY CONTROL – CHANGEMANAGEMENT**

- 12.1. The Seller agrees to provide and maintain an inspection and quality control system acceptable to the Buyer.
- 12.2. The Seller further agrees to maintain adequate and authenticated inspection and test documents which relate to the Goods and are required under these terms and conditions or/and under any Contract. Such records shall be retained by the Seller for a period of five (5) years after completion of the Contract or as otherwise specified in the Contract and made available without charge to the Buyer upon request, at no cost.

#### 12.3. CHANGES TO GOODS, PROCESSES OR SITE OF MANUFACTURE

The Seller shall notify the Buyer in writing in good time if it intends to make changes to the Goods and/or processes, alterations to specifications/analytical methods, site of manufacture or other material changes relating to the Goods. If the Seller fails to notify the Buyer of any such changes at least thirty (30) days prior to such change, the Buyer shall be entitled to terminate the Contract forthwith.

## **13. REACH (SPECIAL CONDITIONS RELATING TO GOODS FALLING INTO THE SCOPE OF REACH)**



- 13.1. All Orders are placed on the clear and unambiguous understanding on the part of the Buyer, and acknowledgement on the part of the Seller, that the Seller has ensured that those substances and mixtures (chemical products) falling within scope of the new European Community Regulation (EC 1907/2006) on the Registration, Evaluation, Authorization and Restriction of Chemical substances ("REACH"), have been appropriately pre-registered and registered in accordance with the obligations arising from REACH. The Buyer must have received written assurances from the relevant Seller that the Goods are, and will continue to be, in compliance with REACH.
- 13.2. The Buyer reserves the right to collect or return, at the Buyer's choice, any substances and/or preparations that fail to meet these conditions and thus are prohibited from being marketed or sold in the EEA, or are withdrawn from the EEA market for non-compliance with REACH. The Seller undertakes to reimburse the Buyer the original purchase price, including all related costs of these substances and/or preparations. The Seller also undertakes to reimburse the Buyer the costs incurred by the Buyer, of the Seller's substances and/or mixtures that are collected and destroyed, or the costs of collection and return to the relevant Seller of such substances and/or mixtures that do not comply with REACH.
- 13.3. The Seller shall provide on a timely basis to the Buyer all relevant information in order to comply with the Buyer's obligations under the EU Regulation on REACH.
- 13.4. Where the Seller is located outside of the European Union and there is a requirement to pre-register and/or register the Goods pursuant to REACH, the Buyer and the Seller shall agree who will be the registrant.
- 13.5. Where the Seller (or its appointed representative) is the registrant, the Seller shall pre-register and register the Goods at its own cost on a timely basis under REACH.
- 13.6. Where the Buyer is the registrant, the Seller shall supply at the Seller's cost all relevant information and co-operate fully with the Buyer in order to pre-register and register the Goods on a timely basis under REACH. In addition, the Seller agrees to reimburse the Buyer on an indemnity basis all costs incurred by Buyer in complying with the obligations imposed by REACH.
- 13.7. The Seller shall ensure that all safety data sheets relating to the Goods are kept updated and shall as soon as reasonably practicable inform the Buyer of any information it acquires or becomes aware of concerning any hazardous properties of the Goods or risk management measures.
- 13.8. Failure by the Seller to comply with these obligations shall be considered a material breach not capable of remedy and entitle the Buyer to terminate the Contract in accordance with clause 15 of these terms and conditions.

#### **14. PRODUCT SAFETY AND PRODUCT RECALL**

- 14.1. The Seller shall immediately notify the Buyer (and where such notification is oral, confirm such notification in writing as soon as reasonably practicable) if the Seller has any reason to believe or suspect that there is any defect in the Goods that would render the Goods unsafe to any purchaser or user of such Goods or cause an unacceptable risk to consumers, or any error or omission in the instructions for use and/or assembly of the Goods, which exposes or may expose consumers to any risk of death, injury or damage to property, and the Seller shall promptly provide the Buyer with all relevant details (as the Buyer may reasonably request) relating to the circumstances giving rise to the notification.
- 14.2. Without prejudice to the Seller's product safety obligations under any relevant legislation, the Seller shall at its own cost and expense:
  - a. use all reasonable endeavours to co-operate with the Buyer to take any remedial action necessary to minimise the impact of any defect in the Goods, including without limitation making any agreed notifications to the relevant enforcement authorities and issuing any

- written or other notification to the Buyer's customers about the manner or operation of the Goods;
- b. recall any Goods already sold by the Buyer to its customers;
  - c. collect any recalled Goods or defective Goods held by the Buyer;
  - d. appropriately destroy and/or dispose of any recalled Goods;
  - e. comply with any reasonable directions (including, without limitation, any request of the Buyer to label the Goods in a manner that the Buyer deems appropriate to warn consumers) of the Buyer in respect of the Goods; and
  - f. comply with any other arrangements as may be agreed between the parties in respect of the Goods.
- 14.3. The Seller shall indemnify the Buyer against all costs, claims, liabilities, proceedings and expenses incurred by the Buyer due to any act or omission of the Seller or any breach by the Seller of the terms and conditions of this Contract, which renders the Goods defective or unsafe.
- 14.4. For avoidance of doubt the Seller is fully and solely liable for any damage to goods or person that the delivered goods (or elements therein) may cause, whether the claims are directed against the Buyer, the Seller, or both and whether the Seller has acted negligently or not. Thus, the Seller is fully and solely responsible for any and all claims on the basis of product liability, and the Seller will indemnify and hold harmless the Buyer for all costs incurred and damages suffered in relation hereto.
- 14.5. This clause 14 shall survive termination of the Contract.

## 15. INDEMNITY

- 15.1. The Seller shall, in addition to any other remedy available to the Buyer under the Contract or according to law, indemnify the Buyer against all losses, actions, costs, claims, demands, expenses and liabilities, howsoever arising or incurred by the Buyer in relation to:
- a. the failure of the Seller to supply Goods which conform with all applicable legislation at the time of supply;
  - b. the provision of insufficient and/or inaccurate and/or incomplete information by the Seller;
  - c. the failure of the Seller to provide adequate written notice of any change in the specification of the Goods; and
  - d. where condition 11.3.c applies, any breach of the warranty.
- 15.2. If the Buyer is held liable on the basis of product liability, the Seller will indemnify and hold harmless the Buyer for all costs ensuing therefrom and assume the defence of such claim or litigation resulting therefrom at its expense and through counsel of its own choosing, provided that the Buyer so requests the Seller.

## 16. INSURANCE

The Seller shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against the Seller by any person suffering any injury, damage or loss in connection with this Contract including, but not limited to, Product Liability Insurance to the value of EUR ten (10) million per claim (or the equivalent in local currency). The Seller shall, upon request by the Buyer, produce to the Buyer its policy or policies of insurance, together with the receipt for the last premium in respect of each policy.



## 17. TERMINATION

- 17.1. Without prejudice to any other remedy available to the Buyer, the Buyer shall be entitled to terminate the Contract forthwith in the following events:
- a. the Seller commits a material breach of any of the terms and conditions of the Contract; or
  - b. any distress, execution or other process is levied upon any of the assets of the Seller; or
  - c. the Seller has bankruptcy proceedings initiated against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or enters into liquidation (whether voluntary or compulsory), cancels its payments, or may otherwise be regarded as insolvent; or
  - d. the Seller ceases or threatens to cease to carry on its business; or
  - e. the financial position of the Seller deteriorates to such an extent that in the opinion of the Buyer the capability of the Seller adequately to fulfil its obligations under the Contract has been placed in jeopardy.
- 17.2. The above provisions will not detract from the Buyer's right to compensation of any and all losses and expenses ensuing from the Seller's failure to perform or from its anticipated failure to perform, unless the Seller cannot be held responsible for the failure. Failures that will be considered a breach in any case include: those arising from transportation problems, illness of staff, strikes, or stagnation in the business of the Seller or its suppliers, other shortcomings of suppliers and shortage of Goods.
- 17.3. Termination of any Contract for any reason shall not affect any rights or liabilities accrued at the date of termination.
- 17.4. The Buyer shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Seller written notice whereupon all work according to the Contract shall be discontinued and the Buyer shall pay to the Seller fair and reasonable compensation for work in progress at the time of termination. Such compensation shall not include loss of anticipated profits or any consequential loss. The termination of the Contract, howsoever arising, will be without prejudice to the rights and duties of the Buyer accrued prior to termination. The conditions which expressly or implied have effect after termination will continue to be enforceable notwithstanding termination.

## 18. FORCE MAJEURE

- 18.1. In the event of Force Majeure as far as the Seller is concerned, the Seller shall promptly notify the Buyer accordingly and forward relevant proof of the presence of the Force Majeure event together with a thorough analysis of the foreseen consequences and the duration hereof and the terms and conditions of the remedial measures to be arranged in order to avoid or limit the consequences of such an event. Upon receipt of such notification and until the Seller gives notice of its resumption of its performance under normal conditions, the Buyer reserves its right to annul or terminate all current Contracts.
- 18.2. . For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of either party including but not limited to strikes, lock-outs or other industrial disputes (except involving the affected party's own workforce), act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, fire, flood, storm, the imposition of any embargo, export or import restrictions, quota or other restrictions or prohibitions, or the failure to grant any necessary licence or consent and, where relating to the Buyer, any import restriction or material change in import tariffs and costs arising as a result of or

in connection with the United Kingdom's withdrawal from the European Union having an impact on the Buyer's ability to fulfill its obligation under this Agreement.

- 18.3. Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure event.
- 18.4. If the Force Majeure event prevents either party from complying with its obligations under this Contract for a period exceeding four (4) weeks, either party shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the other.

## **19. CONFIDENTIALITY**

The Seller shall not without the Buyer's consent disclose or make use of information contained in any of the Buyer's specifications of products or formulations or any other information which the Buyer expressly makes known to the Seller is of a confidential nature or such information which can reasonably be implied to be of a confidential nature, other than for the execution of an Order from the Buyer, and the Seller shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors as need to know the same for the purpose of discharging the Seller's obligations to the Buyer and shall ensure that such employees, agents or subcontractors are subject to like obligations of confidentiality as bind the Seller. The Seller acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this agreement. Accordingly, without prejudice to any other rights and remedies it may have, the Buyer shall be entitled to the granting of equitable relief (including, without limitation, injunctive relief) concerning any threatened or actual breach of any of the provisions of this clause 20. This clause shall survive the termination of the Contract

## **20. APPLICABLE LAW AND JURISDICTION**

- 20.1. These terms and conditions and any Contract between the parties shall be governed and interpreted according to the laws of Finland without regard to its conflict of law rules.
- 20.2. The United Nations Convention on Contracts for International Sale of Goods shall not apply. Any and all disputes, controversies and claims arising out of or in connection with any offer, order or Contract, shall be settled by arbitration in accordance with the rules of the Finnish Arbitration Board in Helsinki. In case of arbitration, the arbitration proceedings shall take place in Helsinki in the English language and the arbitration award shall be final and binding. Confidential information provided during the arbitration proceedings and the arbitration award shall be subject to the confidentiality obligation in Section 19.

## **21. COMPLIANCE**

- 21.1. The Seller;
  - a. will comply with all applicable laws, statutes, and regulations relating to competition, anti-corruption and anti-bribery;
  - b. acknowledges that it has access to and has reviewed a copy of the Global Standards of Business Conduct, Anti-Bribery and Corruption and Antitrust and Competition Policies available at <http://www.distrupol.com> and shall adhere to the principles contained therein and to any further compliance policies provided to the Buyer, as updated from time to time;
  - c. will have and shall maintain in place throughout the term of this Contract its own policies

and procedures, including adequate procedures under the matters referred to at 21.1.a and 21.1.b, to ensure continued compliance

## **22. MISCELLANEOUS**

### **22.1. SUB-CONTRACTING**

The Seller shall be entitled to have a third party carry out the required performance only with the Buyer's prior written approval.

### **22.2. SEVERABILITY**

If any provision of a Contract is held invalid or unenforceable, in whole or in part, in any jurisdiction, that provision will be void in that jurisdiction to the extent it is contrary to applicable law in that jurisdiction, and the invalidity or unenforceability of one or more provisions of the Contract shall not affect the validity of the Contract as a whole. The parties shall substitute such provision by a valid one, which in its effect shall come so close to the unenforceable provision that it may be reasonably assumed that the parties would have entered into the Contract also with this new provision.

### **22.3. ASSIGNMENT**

The Contract or rights and obligations under the Contract are not assignable by the Seller without the Buyer's consent. The Contract (in whole or in part) or rights and obligations under the Contract may be freely assigned, transferred or delegated by the Buyer to any third party.

### **22.4. WAIVER**

A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

### **22.5. INDEPENDENT CONTRACTOR.**

Nothing contained in these terms and conditions of Purchase or in any Contract shall create a joint venture or establish a relationship of principal and agent or any other relationship of a similar nature between the parties. No party shall have power to act on behalf of or to bind the other in any way.

### **22.6. TRANSLATION**

In the event that the conditions of the Finnish version of the Terms and Conditions of Purchase should be in conflict with this English version of the Terms and Conditions of Purchase, the provisions of the English version of the Terms and Conditions of Purchase shall prevail.

### **22.7. DATA PROTECTION**

Should the Seller receive any personal data, as defined by the General Data Protection Regulations (EU) 2016/679, as amended, replaced or superseded from time to time, including by the laws implementing or supplementing the General Data Protection Regulation (the "GDPR") from the Buyer, the Seller shall ensure that it fully complies with the GDPR and only deals with the data in so far as required to fulfil its obligations under the Contract and these terms.

The Seller hereby agrees to indemnify the Buyer against all claims, demands, actions, suits, judgments, orders, damages, costs, losses, expenses and liabilities suffered or incurred by the Buyer as a result of any breach of the GDPR by the Seller.

**Version 01**  
**March 2021**