

## DISTRUPOL OY

### Terms and Conditions of Sale for the Nordics

#### Finland

In these terms and conditions, the "Seller" shall refer to DISTRUPOL OY and the "Buyer" shall refer to the individual, firm or company to whom an offer is made or whose order is accepted by the Seller. These terms and conditions of sale (the "GTS") shall apply to all deliveries, offers and sales from the Seller to the Buyer of goods or services. No other conditions are incorporated into or implied in any contract (the "Contract") between the Buyer and the Seller unless expressly accepted or revised in writing by the Seller. All references to prices, products and services contained in these GTS shall mean the prices, products and services specified in the relevant order issued by the Buyer (the "Order") and subsequently accepted or revised by the Seller's written acceptance of the order confirmation (the "Order Confirmation").

#### **1. GENERAL PRINCIPLES**

##### **Acceptance and enforceability:**

**1.1** The Order constitutes an offer from the Buyer to purchase goods in accordance with these terms and conditions.

**1.2** The Order shall only be deemed accepted when the Seller has issued a written acceptance of the Order, at which point and on which date the Contract shall come into existence.

**1.3** Any variation from these GTS will be valid only if and to the extent that it has been expressly confirmed by the Seller in writing.

**1.4** The Buyer's placement of an Order with the Seller shall be interpreted as the Buyer's complete and unconditional acceptance of the GTS, including the specifications and prices in effect at the Seller, to the exclusion of any other documents, such as prospectuses and catalogues issued by the Seller, which are only of informative value.

##### **1.5 Modification of the goods:**

a) As long as the offer has not been accepted, the Seller reserves the right at any time to make such modifications that it deems useful to its products and without prior notice to alter the models defined in its prospectuses, catalogues or any other document.

b) The Seller is at all times entitled to make adjustments to the products to be delivered, in order to improve them or comply with government regulations.

##### **1.6 Cancellation of an Order**

The Buyer may only cancel an Order before the Seller's written confirmation of the Order or with the Seller's written consent to the annulment. In the event of the Buyer's full or partial cancellation of an Order, the Seller shall be entitled to compensation of 15 percent of the total Order price, unless otherwise agreed by the parties in writing.

#### **2. PRICES**

**2.1** The price of the services or each delivery of goods will be as specified in the relevant Order, and confirmed or, where agreed, amended by the relevant Order Confirmation, or as amended in accordance with clauses 2.4 and 2.5. If no pricing information is contained in the order, the price will be in accordance with the Seller's price list in force from time to time. In the event of a conflict, any price revision in accordance with clauses 2.4 and 2.5 shall prevail, or, if the price has not been revised, the price in the Order Confirmation shall prevail and, if no price information is contained therein, the price in the Order shall prevail.

**2.2** All prices (which, unless otherwise expressly stated, are exclusive of VAT and all other applicable taxes, charges and duties, including hydrocarbon oil duties, wherever such apply, and do not comprise costs of delivery or packaging) are net prices and not subject to discount.

**2.3** The following costs shall be borne by the Buyer:

- (a) any tax, fee or other amount to be paid according to laws and regulations or those of an importer country or a country of transit; and/or
- (b) any change to or increase in the aforementioned taxes, duties, fees or other amounts to be paid following the Order Confirmation; and/or
- (c) any increase in costs (including transport) resulting from a specific request from the Buyer.

**2.4** The Seller shall be entitled to increase the price of the goods with an interval of six (6) months after the date of the Order Confirmation or more frequently for any reason, if the Seller (in its sole discretion) considers this to be justified by reason of any material increase in the prices of raw materials or services or other goods used by the Seller under the Contract or other indirect costs incurred by the Seller in connection with the supply of goods.

**2.5** The Seller may adjust prices at any time if the Seller should suddenly experience an increase in the costs of delivering the goods to the Buyer, as a result of any of the following:

- governmental interventions, including, but not limited to, governmental orders or policies, changes in taxes, tariffs, rebates and currency exchange; and/or
- uncontrollable raw material costs increases due to energy shortage, product shortages or breakdowns in manufacturing outputs and unforeseen increase costs of importing products for the benefit of the Seller rendering the terms of the Contract economically unviable; and/or
- increased costs of transportation.

**2.6** The Seller shall give the Buyer a notice of twenty-one (21) days in advance of any price increase. The Buyer shall be entitled to cancel its Order by providing written notice to the Seller, only if the goods or services provided under that relevant Order are provided by the Seller out of the Seller's normal stock offering and do not form part of a particular stock arrangement, whereas such notice is to be given within seven (7) days from the Buyer's receipt of notice of the price increase. If written notice of cancellation is not received by the Seller within seven (7) days, the Contract will remain in force.

### **3. PAYMENT**

**3.1** Unless otherwise agreed in writing, payments shall be made under the following conditions:

#### **3.2 Terms of Payment:**

- a) Payment shall be effected according to invoice goods within thirty (30) days after the invoice date, and no later than the last working day before the invoice date if the date falls on a non-working day by transfer to or deposit into the Seller's bank account. The Buyer shall pay all amounts due under the Contract in full and without any deduction, withholding or set-off.
- b) Under no circumstances may payments be suspended or be compensated in any way without the Seller's prior written consent. In particular, no disputes arising under the Contract or delays (other than delays accepted by the Seller in writing) shall interfere with prompt payment by the Buyer.
- c) The Seller reserves the right to deny the Buyer credit facilities at any time or to limit the amount or the period of credit that the Seller will grant the Buyer. If the Seller has granted the Buyer credit, the Buyer shall no later than seven (7) days after the Seller's written request deliver a bank guarantee to the Seller, which the Seller finds acceptable and sufficient for correct fulfilment of the duties of the Buyer according to the Contract. If the Buyer fails to deliver such guarantee, the Seller may terminate the Contract with immediate effect.

#### **3.3 Instrument:**

**3.3.1** If payment takes place in the form of a negotiable instrument, failure to return the instrument shall be deemed a refusal to accept equivalent to a failure to make payment. Similarly, if the payment is staggered, failure to make a single payment by its due date shall give rise to the entire debt becoming due immediately, without prior notice.

### **3.4 Late payment:**

- a) If the Seller does not receive payment on or prior to the due date and the late payment is not a result of a dispute according to the Contract which is not yet settled or agreed upon by both parties, the Seller shall be entitled to claim an administration fee for the late payment. The fee rate shall be announced from time to time.
- b) Interest is calculated by 2 percent every calendar month of the full outstanding amount for each day payment has not yet been made.
- c) Where the Buyer defaults in payment, the Seller shall be entitled to suspend any or all further deliveries and the performance of services under the Contract and under any other Contract between the Seller and the Buyer and demand immediate payment of all sums owed, or yet to be invoiced, by the Buyer to the Seller or any affiliated companies.

### **3.5 Instalments**

Where the goods are delivered by instalments or the services performed in stages, the Seller may invoice each instalment or stage separately and the Buyer shall pay such invoice in accordance with these conditions.

Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalments.

### **3.6 Legal Proceedings.**

In the event that the Seller is fully or largely successful in legal proceedings to which the Buyer is a party, the Buyer will be obliged to compensate all costs incurred by the Seller in connection with such proceedings, also to the extent that such costs exceed the cost award made by the court. The Seller may invoke this clause irrespective of whether the Buyer has appealed against the relevant judgment.

### **3.7 Payment for containers**

**3.7.1** Subject to clause 3.7.2, the Seller shall be entitled to charge the Buyer for crates, drums, boxes, cases, carboys or other types of packaging where such packaging is used for transportation of the goods to the Buyer. Where the Seller has indicated to the Buyer that such packaging is returnable to the Seller, the Buyer shall return them to the Seller in good condition within three (3) months, carriage paid, and the Seller will credit the Buyer for such returned packaging in its next account. All returnable packages, which are not returned to the Seller in accordance with this provision, not complete or in good condition, and which have not previously been charged for, will be invoiced at the standard rate, payment of such invoice being due in accordance with clause 3.2. The fee rates and crediting will be stated from time to time.

**3.7.2** In some cases and at the discretion of the Seller, rent may be charged instead of a deposit or credit. In these cases, non-refundable rent will be charged in advance and cover a four (4) week period, until the container is either returned or it has been a six (6) months' period since the delivery. If the container is not returned within six (6) months after delivery, the full costs shall be charged to be paid in accordance with clause 3.1.

## **4. PACKAGING CONDITIONS**

**4.1** The complete terms and conditions for consigned packaging can be found in the Seller's packaging conditions, available on request. The following terms are basic requirements but in case of discrepancy, the Seller's packaging conditions shall apply.

**4.2** The Seller or the Seller's manufacturers or suppliers provide written instructions and/or advice to the Buyer for the safe use of the Seller's goods and containers (such as crates, drums, boxes, cases or carboys) and other types of packaging (further copies are available on request). The Seller accepts no liability whatever for any loss, costs or other claims caused where the Buyer uses its own containers or caused as a result of the Buyer's failure to use the goods, containers or other packaging in accordance with the written safety instructions and/or advice. Containers provided by the Seller must not be used for the storage or holding of any goods other than those goods delivered by the Seller unless the Seller's prior written consent is obtained.

**4.3** Where the Seller delivers goods to the Buyer, the Seller ensures that all packaging in the form of crates, drums, boxes, carboys, etc. are suitable to protect the goods from damage during delivery. The Seller can accept no liability for any loss or damage caused where such packaging is used for the further transportation of the goods or other unconnected goods, and the Buyer must satisfy itself that the goods are safely packaged for such transportation.

### **4.4 Terms and conditions for consigned packaging:**

- a) Except when packaging is sold to the Buyer or when packaging cannot be reused, the packaging of the goods is consigned with Buyer. When the Buyer places an Order, it shall indicate whether or not it wishes to purchase the packaging of the goods. When confirming the Order, the Seller shall inform the Buyer of the goods which packaging is disposable and cannot be re-used and the goods which packaging is consigned. The consignment value of the packages does not include VAT. Expenses to use and clean the packages are also charged to the Buyer, including VAT. All of the aforementioned amounts are payable at the same time as the goods ordered and under the same conditions.
- b) Regardless of the circumstances, consigned packaging remains the Seller's property.
- c) Consigned packaging must be returned clean, hermetically sealed, complete and bearing the Seller's original marks and labels and in perfect condition, both inside and outside. They must not have been used for any purpose other than to protect the goods initially contained in such packaging and for any further transportation. They must be empty and not contain any residues. If the above conditions are not complied with, the Seller reserves the right, depending on the situation and at its entire discretion, to charge the Buyer with (i) the full price of such packaging including VAT, as well as all expenses relating to the destruction of said packaging, or (ii) additional expenses for cleaning such packaging if these expenses exceed the previously invoiced amounts. The aforementioned destruction or cleaning expenses shall be deducted from the consignment fee. If, however, the aforementioned expenses are higher than the consignment fee, the balance of the destruction or cleaning price shall be charged to the Buyer.
- d) Packaging must be returned at the Buyer's costs to the Seller's warehouse within sixty (60) days from the delivery date. Thereafter, the Seller shall no longer be required to take them back and shall be entitled to keep the consignment fee.
- e) Once the Seller has received and accepted the returned packaging, the Buyer shall be reimbursed by a credit note corresponding to the oldest consignment.
- f) Only the Seller's packaging shall be taken back. The Seller shall under no circumstances take back (a) any number of packages greater than the quantities delivered by the Seller or (b) any packaging not delivered by the Seller or (c) packaging returned after the delay.
- g) Where the Buyer uses SAFE-TAINERTM containers, the Buyer shall notify the Seller as soon as empty SAFE-TAINERTM containers are available for collection and the Seller shall arrange collection of such containers at the Buyer. The Buyer shall be entitled to use each SAFE-TAINERTM containers free of charge for a period of fifty-six (56) days from the date of delivery of the container in question (the "Charge Free Period"). Any SAFE-TAINERTM containers not made available for collection within the Charge Free Period will be invoiced at the standard rate per container per day, payment of such invoice being due in accordance with clause 3.

## **5. DELIVERY AND TRANSPORT**

### **5.1 Delivery timeframes:**

- a) Time of delivery of the goods and completion of the services are given as accurately as possible but is not guaranteed. In the event that the Seller is unable to deliver the goods or supply the services at the agreed time, it shall use its reasonable endeavors to notify the Buyer of the delay. Upon written notice by the Seller, the Buyer agrees to negotiate in good faith with the Seller to agree on a new delivery date. In the event that the goods cannot be delivered within a reasonable period, the Buyer may cancel the Contract and seek alternative products at its own costs and risk
- b) If sixty (60) working days after the date requested for said delivery, in a notice sent to the Seller by the Buyer, the goods have still not been delivered for a reason other than a case of force majeure, the Contract may be cancelled at the request of the Buyer. The aforementioned delay is extended to ninety (90) working days in the event that it involves goods that the Seller does not hold in stock. The Buyer's sole remedy shall be reimbursement of any advance payments.
- c) Regardless of the circumstances, timely delivery may only occur if the Buyer is up-to-date with all of its obligations to the Seller.
- d) Except where otherwise agreed, the Seller shall deliver to the Buyer's premises stated in the Contract. Acceptance of any change to the delivery point requested by the Buyer shall be at the Seller's sole discretion, and the Buyer shall be liable for any additional expenses incurred by the Seller as a result of such change.

### **5.2 Risks associated with delivery and transport:**

- a) If the Seller delivers goods and container/packaging to the Buyer, the goods shall, unless otherwise agreed in the Contract, be delivered ex works in accordance with Incoterms 2010. The Seller takes no responsibility for any loss, costs or other claims in connection with the transfer of the goods and containers/packaging from the Seller's place of delivery to the Buyer's storage space or in connection to offloading.
- b) Regardless of the delivery arrangements, including deliveries shipped carriage free and notwithstanding the reservation of title clause, the transfer of risks to the goods and/their packaging to the Buyer shall take place as of the shipping from the Seller's warehouses. Accordingly, the goods and/or their packaging travel at the risk of the Buyer, who shall be responsible, in case of damaged, lost or missing items, for communicating any reservations or for exercising any remedy with the carriers responsible.
- c) However, if the goods are transported by the Seller's vehicle, the risks of loss or damage to the goods and/or their packaging shall be borne by the Seller and are only transferred to the Buyer once the goods have been made available to it, i.e. at the delivery vehicle's side. The Seller accepts no liability whatever for any losses, costs or other claims in connection with the transfer of the goods and containers/packaging from the vehicle side to the Buyer's storage location or offloading. No liability for damage in transit can be accepted unless the Buyer notifies the site in writing within seven (7) days of receipt of the Products and confirms by notification in writing seven (7) days from receipt of the Products. Where the Seller is notified of damage to the Products in accordance with this provision, Seller shall repair or replace the Products at its sole option.
- d) Where the Buyer collects the goods from the Seller, although the Seller may inspect any collection vehicle used by the Buyer, the Seller shall not be responsible for any losses caused or claims made to the Buyer as a result of the unsuitability/inappropriateness of the vehicle in any respect whatsoever.
- e) If the Buyer does not promptly discharge road tankers used to deliver the goods to the Buyer, the Buyer shall indemnify the Seller against any liability whatsoever, including, but not limited to, a liability to pay demurrage or similar payments owed to the owner/operator of the road tanker in respect of the consequent delay.
- f) Where the Buyer receives goods via a Power Take Off delivery system, it is the Buyer's responsibility to ensure that all operating instructions and health and safety procedures are followed at the point of delivery and the Seller accepts no responsibility for any claims, losses, costs or damage caused at and from the point of transfer to the Buyer's installation.
- g) The Buyer will sign a delivery slip "for acceptance" when the goods are made available for delivery. Any acceptance shall take place on the doorstep of the place of delivery. Any instruction given by the Buyer to the employees of the Seller or the Seller's carrier to allow the goods in its facilities or to have it allow any handling in any way shall take place at the Buyer's own risk.

### **5.3 Quantity**

- a) The Seller reserves the right to deliver less or more than the quantity of goods ordered by up to five (5) percent and the Buyer shall pay for the quantity actually delivered. Measurements of volume or weight are also subject to variation as a result of normal manufacturing or packing processes, and the Buyer must accept such variations up to five (5) percent of the stated measurement.
- b) Failure by the Buyer to take delivery of any one or more instalments of goods delivered in accordance with the Contract shall entitle the Seller to terminate the Contract either in whole or in part.
- c) Ex works goods are offered, on condition that these have not been sold anywhere else prior to the receipt of acceptance of the Seller's offer without prejudice.

### **5.4 Checking of conformity:**

Upon receipt of the goods, the Buyer shall immediately assess the goods' conformity with the Contract in every respect, in particular in terms of quantity and quality. The Buyer shall take reasonable precautions to prevent any contamination of goods caused through no fault of the Seller during carriage or otherwise from entering the Buyer's production process. Regardless of the circumstances, this assessment by the Buyer must be carried out prior to the putting into circulation or in production of goods. The Buyer further undertakes not to use the goods provided by the Seller in a production cycle unless it has first made sure that the goods are consistent with the specifications desired for the production in question. The Buyer acknowledges that it is relying on its own expertise and knowledge and not that of the Seller in entering into the Contract.

## **6. WARRANTIES**

**6.1** Except as otherwise provided in these terms and conditions, all warranties, conditions and other terms implied by statute or common law regarding, but not limited to, the state, quality, type and packaging of the goods and/or services, are excluded from the Contract.

**6.2** The goods supplied by the Seller shall, at the point of delivery, be in accordance with the specification supplied by the Seller (if any) and shall be of satisfactory quality but are not tested or sold as fit for any particular purpose unless specifically agreed in writing by the Seller. The services shall also conform to the specification supplied by the Seller (if any) and be carried out with all reasonable care and skill.

**6.3** The goods are offered on the basis that the Buyer has taken all reasonable measures to confirm their suitability for the Buyer's own particular products, applications and production methods. The use of the goods is the sole responsibility of the Buyer, who shall assume any consequences thereof, whether direct or indirect, and whatsoever its nature, and the Seller makes no warranties in respect thereof.

**6.4** Recommendations for use of the goods, technical advice, whether given in writing, orally, or to be implied from results of tests carried out by the Seller, are based on the Seller's current knowledge at the time. No warranty, either express or implied, is made by the Seller regarding the validity of the recommendations or the results obtained therefrom.

**6.5** Unless the Seller has specifically confirmed in writing to the Buyer that the goods are suitable to be mixed with any other goods, the Seller accepts no liability for mixture of the goods with any other goods and it shall be the Buyer's sole and entire responsibility to ensure that the goods concerned and the containers to be used are entirely suitable for such mixture and/or for transfer of such.

**6.6** If the condition of the goods or services is such as might or would (subject to these conditions) entitle the Buyer to claim damages, to repudiate the Contract or to reject the goods or services, the Buyer must first ask the Seller to repair the goods or supply satisfactory substitute goods or services, and the Seller shall then be entitled at its option to repair or supply satisfactory substitute goods or services free of cost and within a reasonable time or to repay the price of the goods or services in respect of which the complaint is made.

**6.7** If the Seller carries out repair or supply satisfactory substitute goods or services or effect repayment, the Buyer shall be bound to accept such repaired or substituted goods or services or repayment, and the Seller shall be under no further liability in respect of any loss or damage of whatever nature arising in relation to those goods or services.

## **7. REACH**

**7.1** The Buyer agrees to comply with all of its obligations under the EU Regulation (EC) 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH"). In particular, the Buyer shall communicate to the Seller any new information on hazardous uses of the goods and possible inadequacy of recommended risk management measures related to substances and/or mixtures that they contain.

**7.2** For all dangerous substances and mixtures covered by REACH, the Buyer will receive safety data sheets, which may include one or more exposure scenarios attached. The Buyer will check whether its current use of a particular substance and/or mixture is covered by the relevant safety data sheet and related exposure scenarios and whether the Buyer complies with the conditions described on the relevant safety data sheet and exposure scenarios.

**7.3** Identified use under REACH does neither represent an agreement on the corresponding contractual quality of the goods nor a designated use under any Contract.

**7.4** If the Buyer intends to use a dangerous substance and/or mixture outside the conditions described in the relevant exposure scenario, or if the Buyer's use is not covered by that exposure scenario, the Buyer should make its use and/or use conditions known to the Seller as soon as possible. The Seller will then contact the relevant supplier to seek to obtain from the supplier of the substance and/or mixture the exposure scenario that covers the Buyer's particular use conditions. Any use by the Buyer of the substance or mixture outside the conditions specifically described in the safety data sheet and related exposure scenario shall be at the Buyer's exclusive risks and the Seller disclaims any liability thereof.

**7.5** Alternatively, the Buyer may request its own registration for a specific use of a dangerous substance and communicate the registration reference to the Seller in order to continue supplies of dangerous substances for use not identified on the relevant exposure scenario.

**7.6** The Seller may not be held liable by the Buyer in case of failure or delay in the performance of its supply obligations, if the failure or the delay is due to orderly compliance of regulatory and legal obligations in connection with REACH being triggered by the Buyer's respective communications.

## **8. LIMITATION OF LIABILITY**

**8.1** Nothing in these terms and conditions shall limit or restrict the Seller's liability for matters for which liability may not be limited or restricted according to law.

**8.2** The Seller is only liable for damages to people or property caused by the goods or services provided by the Seller, if the Seller has acted with gross negligence. The Seller shall not be liable for damages to people or property, which may arise when the goods are in the possession of the Buyer. Furthermore, the Seller is not liable for damages to any products produced by the Buyer or products, which form a part of the Buyer's products. The Buyer shall indemnify the Seller, if the Seller is obliged to pay any compensation to a third party because of damage to people or property caused by goods for which the Buyer is responsible.

**8.3** The Seller's maximum aggregate liability under or in connection with the Contract will in no circumstances exceed the price of the goods or services under the Contract.

**8.4** In no circumstances shall the Seller be liable for indirect damages or any loss (whether direct or indirect) of profits, production, goodwill or business opportunities or for cost of capital, or for any indirect, special or consequential loss (whether or not reasonably foreseeable and even if the Seller had been advised of the possibility of the Buyer incurring the same) arising out of or in connection with the Contract.

**8.5** For a claim to be valid under the Contract, the Buyer shall, subject to the stipulations in the Contract, notify the Seller of such claim no later than thirty (30) days from the day, the Buyer discovered or should have discovered the facts supporting the claim and irrespective hereof, no later than thirty (30) days from the termination, annulment or expiry of the Contract.

## **9. CLAIMS/REMEDIES**

**9.1** In no event shall the Buyer send back the goods to the Seller, unless the Seller has given its written consent, even if the goods have been acknowledged by the Seller as being non-conforming or defective.

**9.2** No liability can be accepted for any defects, sufficiently visible during inspection unless the Buyer notifies the site from which the goods were ordered or the Buyer's usual customer representative within five (5) days of receipt of the goods, and confirms by notification in writing within seven (7) days of receipt of the goods. In case of hidden defects or defects not reasonable visible, the Buyer shall notify the Seller within (5) days from the discovery thereof and in any case, no later than three months from the receipt of the goods. Where the Seller is notified of the damage to the goods in accordance with this provision, the Seller shall repair or replace the goods at its sole option.

## **10. FORCE MAJEURE**

**10.1** For the purposes of this Contract, Force Majeure shall mean an event beyond the reasonable control of the Seller, including, but not limited to, strikes, lock-outs or other industrial disputes (whether involving the workforce of the party), suspension or loss of transport network, failure or lack of a utility service, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm, failure of suppliers or subcontractors, breakdown of machinery or anything directly or indirectly interfering with the goods or services (including, but not limited to, the price or supply of raw materials, services or any other goods in relation to the Contract) or the manufacture, supply, shipment, or delivery of the goods.

**10.2** The Seller shall not be liable to the Buyer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure event.

**10.3** In the event that the Seller has already partially fulfilled its obligations upon the occurrence of Force Majeure, or is only able to fulfil its obligations in part, the Seller will be entitled to separately invoice the part already supplied or the part that can still be supplied, and the Buyer will be obliged to pay that invoice as if it were a separate Contract.

**10.4** If the Force Majeure event prevents the Seller from providing any of the goods or services for more than twenty-four (24) weeks, either party may cancel or terminate the Contract by giving written notice, without incurring any liability to the other and without limiting its other rights or remedies.

## **11. TERMINATION**

The Seller shall be entitled forthwith to terminate any Contract between the Seller and the Buyer by written notice if the Buyer fails to pay any invoice in accordance with these terms and conditions, where the management of the Buyer is significantly changed during the period of Contract, where the Buyer commits any continuing or material breach of these terms and conditions, makes a composition with its creditors, becomes delinquent, or if legal control is taken over the assets of the Buyer, the Buyer is declared bankrupt, whether voluntary or compulsory, or if the Buyer in any other way ceases to exist or terminates its operations.

## **12. USE OF THE PRODUCTS**

**12.1** The Buyer shall comply with any safety information on the products supplied to it and ensure that its customers are provided with all necessary information to use the products in the safest possible way. The Buyer undertakes to only sell goods to persons able to use them, store them, transport them or transform them in a manner consistent with the strictest safety rules. The Buyer shall use, transport, store and transform the goods, in compliance with (a) all applicable laws and regulations on environmental protection, public health and the protection of humans and property and (b) safety instructions of the Buyer. The Buyer shall ensure that its employees comply with the same.

## **13. RESERVATION OF TITLE CLAUSE**

**13.1** Title to the goods shall only be transferred to the Buyer when the Buyer has paid to the Seller all sums (including any default interest and ancillary amounts) due from it to the Seller under the Contract.

**13.2** The Seller can, without prejudice to the mandatory requirements in the Finnish Act on Credit Agreements, at any time take back the goods for which the title has not yet surpassed to the Buyer and the Buyer gives the Seller, the Seller's employees and agents an irrevocable permission to enter all the business premises of the Buyer, with or without means of transport, for the purpose of either assuring itself that the Buyer respects the duties laid out in clause 13.4 or to take back the goods for which the title has not yet surpassed to the Buyer.

**13.3** Until title to the goods has passed to the Buyer, the Buyer shall, to any reasonable extent, ensure that any packed products are clearly identifiable as belonging to the Seller. During such time as the Buyer possesses the goods with the Seller's consent, the Buyer may in the normal course of business sell or rent the goods as principal, but without committing the Seller to any liability to the person dealing with the Buyer.

**13.4** The Buyer is required to inform the Seller immediately of any right exercised by third parties on the goods that are covered by the reservation of title or, if the Buyer is aware thereof, of the intention of any third party to exercise its rights on the aforementioned goods.

## **14. COMPLIANCE**

### **14.1 The Buyer;**

(a) will comply with all applicable laws, statutes and regulations relating to competition, anticorruption and anti-bribery.

(b) acknowledges that it has access to and has reviewed a copy of the Univar Code of Conduct, Trade Compliance Policy, Anti-Bribery Policy, Anti-Trust and Corruption Policy available at <http://www.univar.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 14.1.a and 14.1.b, to ensure continued compliance.

## **15. APPLICABLE LAW AND JURISDICTION**

**15.1** The Contract shall be governed by and construed in accordance with the laws of Finland, irrespective of any conflict of laws rules. The United Nations Convention on International Sale of Goods shall not apply. All disputes, controversies and claims arising out of or in connection with offers, orders or Contract shall be settled by arbitration in accordance with the rules set by the Finnish Arbitration Board in Helsinki. The arbitration procedure shall take place in English in Helsinki, Finland, and the arbitration award shall be final and binding. Information provided during the arbitration proceedings and the arbitration award, shall be subject to confidentiality.

## **16. MISCELLANEOUS**

### **16.1 Intellectual Property Rights**

All trademarks, registered or unregistered design rights, copyrights, confidential information, such as colour schemes, knowhow and other intellectual property rights of any nature (the "Intellectual Property Rights") in all goods or services supplied by the Seller are owned by the Seller and/or its suppliers. The Seller reserves the right at any time to require the Buyer forthwith to discontinue the use in any manner whatsoever of any such trademarks or other Intellectual Property Rights.

### **16.2 Confidentiality**

The Buyer shall not disclose any confidential information regarding the goods or services supplied by the Seller or under the Contract. Confidential information shall mean any information of a technical, commercial or other nature, in writing or oral, except for information that has been or will be disclosed in public, or that has become or will become known in public in another way than by the Buyer's non-compliance with this duty of confidentiality. The Buyer shall ensure that the Buyer's employees do not disclose confidential information to any third party. The Buyer shall ensure that employees, who will most likely get access to confidential information, declare to keep such information confidential to the same extent as the Buyer in compliance with this duty of confidentiality

### **16.3 Severability**

If any provision of a Contract is held invalid or unenforceable, in whole or in part, in any jurisdiction, such provision will be void in that jurisdiction to the extent it is contrary to applicable law within that jurisdiction, and the invalidity and 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.

### **16.4 Assignment**

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

### **16.5 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

### **16.6 Independent contractor**

Nothing contained in these GTS 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.

**16.7 Translation**

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

**Distrupol OY**

**(Company)**

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Name:

Title: