

## GENERAL TERMS AND CONDITIONS

These general terms and conditions for sale ("Terms") are applicable for sale of Fiblon Products to Buyers, by Fiblon Oy ("Fiblon") unless explicitly otherwise set forth in the offer or order confirmation given by Fiblon or agreed in writing by the parties.

### 1. Conclusion of contract

Any offer made by Fiblon, is valid for thirty days from the date of the offer. Offers are given without obligation. The sales contract is concluded and binding upon the Parties when; a) Fiblon has accepted the Buyer's order in writing (order confirmation). Fiblon shall confirm the orders placed by the Buyer without any undue delay; or b) Fiblon has received the written acceptance to Fiblon's offer from the Buyer; or c) Fiblon has delivered the Products ordered by the Buyer in writing.

### 2. Price

All prices are net prices. VAT, any taxes, duty of any kind, export/import costs and other levies, delivery costs, pallets are not included in the Price and shall be charged separately. If costs of any special services, raw materials or labor costs change before the delivery date, Fiblon has the right to adjust the prices accordingly.

All costs caused by any preparation of printing material like plates, films etc. shall be charged separately, even if no following order is made by the Buyer.

After Fiblon's offer or order confirmation, all costs due to any addition to or alteration of the Products ordered by the Buyer shall be charged separately.

### 3. Payment

Payment term is 14 calendar days from the date of the invoice. Interest at the rate defined by the applicable law, whichever is higher, will be charged on overdue payment until the full payment of purchase price. In addition, Fiblon is entitled to charge reasonable collection costs.

In case of payment default by the Buyer, Fiblon is entitled to withhold further deliveries until full payment, including any interests thereto, has been made or to cancel the contract in question in whole or in part and any other contract with the Buyer. Buyer shall not be entitled to withhold or offset payment on the grounds of any warranty claims, other counterclaims or otherwise.

If Fiblon has well-grounded reasons to believe the Buyer shall default on all or part of the purchase price, Fiblon has the right to require advance payment or a security to be deposited for the payment of the purchase price.

Fiblon has the right to transfer the receivables subject to this agreement to a third party.

### 4. Delivery terms

Delivery term for all orders is FCA Pori, Fiblon (Incoterms2010).

The Products are regularly packed on pallets meeting the quality criteria of the EPAL-system.

Packing boxes and the Products must be protected against humidity.

Fiblon reserves the right to change the Product packaging.

### 5. Delivery time

Date of delivery is indicated in the offer or order confirmation as accurately as possible. However, delivery times specified are estimates only. Fiblon shall promptly inform the Buyer in writing of any expected delay of the Delivery, the reasons and effects thereof as well as the estimated new delivery time if possible.

If the Buyer has not accepted the printing material, or otherwise failed to fulfill its obligations in whole or in part, or has in any other way delayed the delivery, e.g. by addition to or alteration of the

order, Fiblon is entitled to reasonably extend the time of delivery or to cancel the sales contract in whole or in part.

Fiblon may make partial or advance shipments. Fiblon is not liable for any loss or damage incurred by the Buyer due to Fiblon's failure to meet the delivery times. Fiblon has no other or greater liability for any delayed delivery.

### 6. Products

All information and data contained in Fiblon's general product documentation, catalogs, brochures, Internet pages, price lists etc. irrespective of their form are not binding unless specifically agreed by the Parties and incorporated into this Contract.

The Buyer accepts following quality features of the Products:

**COLOR OF THE RAW MATERIAL:** The tone of the white or colored tissue paper, air-laid paper and nonwovens may range depending on the production run of the raw material. This may affect the tone of the Products.

**FIBRE RELEASE:** Tissue paper, air-laid paper and nonwovens do always release fibre. If the Product is rubbed against other material - for example cloth - paper fibre of different colors may adhere to the other material.

**PRINTING INKS AND COLORS:** Due to water-soluble printing inks the Products may release ink in some circumstances. The unprinted back side of the napkins is recommended for wiping. Napkins are not intended to food wraps.

The print colors are specified with Pantone color chart PMS U - series. If the Buyer has specified a C-series color, Fiblon has the right to print the Products using a U-series color with the same color number. If no Pantone PMS U -tone is specified by the Buyer, Fiblon shall select the nearest pleasing colour tone. The Buyer recognizes that the same Pantone color appears differently on different materials.

The intensity of the printing color may range in different steps of the production process. Typically, this momentary variation may be few tones of the PMS Chart.

**PRINTING IMAGE:** Register precision is  $\pm 3$  mm. Excessive precision should be avoided. Thin lines, small size text, high screen ruling or knock out on compact surface are not suitable for printing on soft materials. Register marks appear on the inner fold of the Product.

Fiblon shall send the proof to the Buyer for acceptance. The Buyer shall return the proof with correction marks or Proof OK mark.

**OTHER:** The Products may deviate  $\pm 10\%$  from the Fiblon Product specification.

### 7. Inspection of delivery and claims

The Products are free from defects in design, material and workmanship, as specified by Fiblon. All Products are disposables and any warranties or conditions (whether express or implied) as to the quality, condition, description, compliance with sample, or fitness for purpose (whether statutory or otherwise) other than those expressly set out in these Terms are invalid. Fiblon shall not be liable for any defect or failure made in accordance with the proof or Buyer's other specifications or instructions or which is due to e.g. accident, wear and tear, negligent use, tampering, improper handling, use, operation or storage or any other default on the part of any party other than Fiblon.

Buyer will examine and inspect the Products on delivery and Buyer's acceptance will be deemed to occur on the expiry of thirty (30) working days of the receipt of delivery. A claim or any other dispute concerning the delivery shall not free the Buyer from the terms of payment.

Buyer will promptly and properly report to Fiblon any discrepancies Buyer discovers and will follow any instructions given by Fiblon. Any return of Products is subject to Fiblon's prior written acceptance.

## GENERAL TERMS AND CONDITIONS

Fiblon's liability for any defect or failure of the Products shall be limited to, as determined by Fiblon, price reduction or replacement of the Products by Fiblon, provided that notification of such failure or defect in the Products is given to Fiblon in writing immediately upon the same becoming apparent to the Buyer, and provided that on Fiblon's request and instruction the Products are promptly returned to Fiblon at Buyer's liability, carriage paid by the Buyer. Fiblon is liable for the transportation costs when delivering replaced Products to the Buyer, provided that the returned Products have been found defective by Fiblon.

Neither Party will be liable for any failure to perform its obligations under this Agreement where the failure arises from an event beyond the reasonable control of the Party concerned. Such events may include, but are not limited to, fires, floods, epidemics, quarantine restrictions, strikes, lock-outs, industrial disputes, riots or civil commotion, terrorist activity, transportation, energy, power or data communication failures, freight embargoes, machinery breakdown, unforeseen defects or shortages of raw materials or components and production constraints, currency restrictions and acts of the government in either its sovereign or contractual capacity.

Fiblon has no other or greater liability for the defected Products.

### 8. Damages

In case of product liability claims from third parties against the Buyer or Fiblon, not falling within Fiblon's liability in accordance with the above clauses, the Buyer shall hold Fiblon harmless, and indemnify Fiblon for any consequences of any and all claims, proceedings, losses, liabilities, costs (including legal costs), damages and expenses. Fiblon has no other or greater liability for personal injuries, or damage caused to any property by the Products.

In no circumstances shall Fiblon be liable for any indirect or consequential loss or damage of any kind (including but not limited to loss of turnover, loss of profit, loss of use, loss of data, goodwill or downtime cost), arising from the Products or the use of the Products sold hereunder.

Notwithstanding anything to the contrary in these Terms, under no circumstances shall Fiblon's aggregate total liability for any damages, costs or expenses, for any cause whatsoever, and regardless of the form of action (in contract or tort), and arising out of or relating to the sale of Products exceed the sales price paid by Buyer for the delivered Products under this Contract.

### 9. Title and immaterial property rights

All rights and title to the Products belong to Fiblon until all outstanding invoices, late payment interest and collection costs have been settled by the Buyer.

Title to and any intellectual property rights related to the pictures, drawings, calculations and other documents included in the quotations or other material prepared by Fiblon, belong to Fiblon. The Buyer shall not use them to any other purposes or disclose them to any third party without Fiblon's prior written consent.

Printing films, plates, and other prepress material provided by the Buyer or prepared by Fiblon at the Buyer's cost belong to the Buyer. Any such material in Fiblon's possession may be destroyed by Fiblon if not used for production for 12 months.

The Buyer agrees to indemnify, defend and hold harmless Fiblon against any claims alleging infringement of a third party intellectual property right resulting from Fiblon's use of the Buyer's logos, trade names, images or other printing specifications in accordance with this Contract.

### 10. Cancellation

Either Party may, without affecting its other rights or remedies, terminate this Agreement immediately by written notice to the other identifying the cause for the termination if:

i. the other Party becomes subject to bankruptcy, composition, insolvency administration, administrative receivership or other similar proceedings; or

ii. the other Party is in material breach of this Agreement and fails to cure such breach or present an acceptable plan to cure the breach within thirty (30) days following the written notice from the non-defaulting Party.

Cancellation or termination by Fiblon of any sales contract in whole or in part in case of breach of these conditions, or other default of any kind by the Buyer shall entitle Fiblon to charge Buyer for all materials and work in connection with the orders or deliveries to the Buyer.

### 11. Disputes

This Agreement shall be governed by and construed in accordance with the laws of Finland. In the case of international cross-border transactions, application of the U.N. Convention on Contracts for the International Sale of Goods is excluded.

All disputes arising out of or in connection with this sales contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a sole (1) arbitrator appointed in accordance with the said Rules. The arbitration shall be held in Helsinki in English. Notwithstanding this, Fiblon has the right to bring the case before the competent court of the Buyer's domicile.

### 12. References

Both parties have the right to use as reference the information on Fiblon delivering Products to the Buyer provided that this is done on a general level and taking into account all confidentiality obligations.