

## 1. General

The **General Terms for Purchases** shall be applied in business between the seller, later **Seller**, and Lindström Group, later **Customer**, in such a case that the purchase order from the Customer is not referring to a valid frame contract or any other mutually agreed arrangement.

## 2. Products

The **Seller** is responsible for that all products supplied by him have been manufactured in accordance with all standards set on a single product and that they fulfil all requirements stipulated in legislation and regulations. In case country specific certificates are needed when exporting the products The **Seller** is responsible for application and cost of such documents unless otherwise agreed upon in writing between the contract parties.

The **Seller** provides the **Customer** with valid certificates for all products included in delivery based on a purchase order referring to these General Terms for Purchases.

## 3. Price

The net price, the **Seller** has given in his offer is fixed.

## 4. Term of Payment

30 days net

## 5. Invoicing

The purchase order number or the reference of the **Customer** shall be mentioned in the Invoice.

When using a consolidated invoice, each purchase order shall be mentioned separately on the invoice.

## 6. Term of Delivery

DAP, INCOTERMS 2010, place named by the **Customer**

## 7. Time of delivery

The products are delivered from the **Seller's** warehouse within 2 days from the purchase order unless something else is agreed upon on the purchase order from the **Customer**.

The **Seller** shall inform the **Customer** without any delay, in writing (e-mail/fax) about delayed delivery and about the new binding time of delivery for the order.

## **8. Deliveries**

The **Customer** sends the **Seller** a separate purchase order in writing for the assignment. The delivery shall be done in accordance with the **Customer's** packing and delivery instructions.

## **9. Force Majeur**

The **Seller** is freed from fulfilment of the terms of the agreement, if non-performance is caused by an occurrence beyond reasonable control of the Parties. In such conditions ICC Force Majeure clause shall apply.

## **10. Claims**

The **Customer** puts in a claim for defect detected in the delivery (defected product, wrong delivery, other defect). A claim in writing is put immediately when the defect is detected. The claim shall be put in within a reasonable period of time after delivery. For hidden defects the **Customer** reserves the right to put in his claim even after a longer period of time.

The **Seller** shall send a credit note to the **Customer** for justified claims.

## **11. Training and launch of new products**

The **Seller** shall arrange, at his own expense, training for the personnel of the **Customer** in using his new products at separately agreed point of time.

## **12. Confidentiality**

The **Customer** and the **Seller**, incl. their representatives, are committed not to disclose to third parties any details of the contents of the purchase order/contract unless that is necessary to fulfil the obligations of the purchase order/contract. The **Seller** and the **Customer** are committed not to disclose any information about financials, technology or business they may learn from each other during the order/contract is in process. The latter mentioned information is not applicable for information which is commonly known or has been brought to one's knowledge without clause of confidentiality from third party or the **Seller** or **Customer** has authentically learnt prior to receiving the information from the other party. Both parties are committed by this confidentiality clause to ensure that the confidentiality also covers their own personnel, consultants and sub-suppliers as far as possible.

This confidentiality clause also covers the commitment not to use the received information for any other purposes than mentioned on the purchase order or in contract.

All specifications, drawings and technical documents of respective product or manufacturing of it, delivered before or after the purchase order/contract, the **Seller** or the **Customer** delivers to the other party remain in the possession of the

delivering party. Received specifications, drawings, technical documents or technical information must not, without permission of the other party, be used for other purposes than those of the purchase order/contract.

The **Seller** is not entitled to use the **Customer** as a reference in his sales and marketing without a written consent from the **Customer**.

Company belonging to the same group of companies of **Customer/Seller** is not regarded as external or third party.

### **13. Disputes**

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof shall in first place settled in negotiations between the parties. If mutual understanding in these negotiations is not reached the dispute shall finally be settled in District Court of Helsinki.