

1 APPLICATION OF GENERAL TERMS OF SALE

- 1.1 These general terms of sale (hereinafter referred to as "**General Terms**") shall apply to all sales of goods and related services by Forsfood Oy (hereinafter referred to as "**FORSFOOD**") under any order or agreement (hereinafter referred to as "**Contract**") made between FORSFOOD and its customer (hereinafter referred to as "**Customer**") as well as to all offers and quotations made by FORSFOOD, unless otherwise agreed. All changes to these General Terms shall be agreed upon in writing.
- 1.2 The goods and/or services to be supplied under these General Terms are hereinafter referred to as "**Products**".
- 1.3 Quotations of FORSFOOD are non-binding unless otherwise explicitly stated. A supply or other contract shall be deemed concluded only when (i) a separate contract document has been signed or electronically accepted by FORSFOOD and the Customer, or when (ii) FORSFOOD has received an order from the customer and accepted the order in written form.
- 1.4 FORSFOOD's acceptance of the Customer's order is conditional on the Customer's assent to these General Terms. Acceptance of delivery without prior objection to these General Terms shall constitute such assent.
- 1.5 In the event of any conflict between the contractual documents, the following precedence shall apply: 1) the Contract and other specific conditions agreed by the parties in written form, 2) appendices to the Contract in the order specified in the Contract, 3) these General Terms, and 4) the Customer's order accepted by FORSFOOD.

2 DRAWINGS AND DOCUMENTATION

- 2.1 All drawings, technical illustrations, technical documents related and other specifications to the Product, its properties or manufacture provided by FORSFOOD to the Customer ("**Documents**") shall remain the property of FORSFOOD and/or its supplier(s) and be regarded as confidential.
- 2.2 Documents received by the Customer shall not, without the consent of FORSFOOD, be used for any other purpose than that for which they were provided.
- 2.3 The Documents shall not, without the consent of FORSFOOD, be copied, reproduced, transmitted or communicated to a third party.
- 2.4 The Documents shall not, without the written consent of FORSFOOD, be modified, altered or changed in any way. In the event that FORSFOOD has explicitly given the Customer such a consent, FORSFOOD shall have no liability for any modified Documents or the information contained within such Documents.
- 2.5 Unless otherwise agreed in the Contract, FORSFOOD shall not be obliged to provide manufacturing drawings or documents for the Product or for the spare parts related to the Product.
- 2.6 Special shipment documents and inspection charges:
All expenses for original documents legalisation (Visas on Invoices, Bills of Lading, Certificate of Origin, etc.), as well as special certificates or inspection charges, if required, are at the Purchaser's full charge.

3 INTELLECTUAL PROPERTY RIGHTS

- 3.1 Unless otherwise explicitly agreed, FORSFOOD and/or its supplier(s) shall retain the intellectual property rights relating to the Product, its specification and other related documentation. The Customer undertakes not to take any action that jeopardizes such proprietary rights or acquire any right to the Products.
- 3.2 The Customer shall against payment of the Contract price be granted a limited and non-exclusive license to use and utilise the Product, its specification and other related documentation for purposes defined in the Contract or other purposes agreed with FORSFOOD in writing.
- 3.3 In the event that the Customer has, subject to these General Terms and the Contract, modified Documents related to the Products, FORSFOOD shall be granted an unlimited nonexclusive right to use and utilise such modified Documents.

4 TERMS OF DELIVERY

- 4.1 The delivery term for the Products shall be FCA (Forsfood Oy, Ajokkikuja 5, FI-61800 Kauhajoki, Finland) (Incoterms). Time for delivery shall be determined in the Contract. However, the delivery dates are approximations only. Partial delivery shall be permitted unless otherwise agreed.
- 4.2 If the Products are manufactured based on requirements and/or specifications by the Customer, the Customer is responsible for issuing required, correct and adequate information and documentation to FORSFOOD for the manufacturing of the Products.
- 4.3 If the Customer fails to receive the delivery at the agreed time for delivery, the Customer shall nevertheless pay any part of the Contract price which becomes due on delivery, as if delivery had taken place. FORSFOOD may, but is not obliged to, arrange storage of the Products at the Customer's risk and expense.

5 TERMS OF PAYMENT

- 5.1 Unless otherwise agreed in writing between FORSFOOD and the Customer, the Products will be invoiced before the delivery. Payment shall be due as indicated in FORSFOOD's invoice, with no discount for early payment.
- 5.2 All prices are exclusive of value added tax (VAT) and other statutory payments and charges. In addition to the agreed Contract price VAT is charged in accordance with applicable legislation. All prices are in Euro currency, and all payments shall be made in Euro.
- 5.3 If the Customer fails to make any payment when due or if the Customer's credit is for any reason no longer acceptable, FORSFOOD may, at its discretion, consider the contract breached, accelerate all unpaid amounts, claim interest for delayed payment(s) and/or cancel or suspend any pending deliveries to the Customer. The interest rate for delayed payments is seven and a half percent (7.5 %) per annum.
- 5.4 In the event that the Customer has made advance payment to FORSFOOD and then cancels an order or the Contract, FORSFOOD shall not be obliged to return any paid amounts to the Customer.

6 TITLE AND RISK

- 6.1 The title to the Product shall pass to the Customer when FORSFOOD has received the payment in full.
- 6.2 The risk of loss shall pass to the Customer when the delivery of the Product has taken place. In the event that the delivery has not taken place at the agreed time of delivery due to a reason attributable to the Customer, the risk of loss shall pass to the Customer at the agreed time of delivery.

7 WARRANTY

- 7.1 The Products comply with mandatory legislation of European Union and Finland in force at the time of delivery. Unless otherwise expressly and formally agreed, FORSFOOD does not guarantee that the Products comply with local regulations of any other country than Finland.
- 7.2 FORSFOOD warrants that the Products, as delivered, will comply with the agreed written specifications, or if not applicable, with FORSFOOD's specifications in effect at the time of manufacture ("**Specifications**"), subject to customary tolerances. The Customer assumes all risk and liability arising from conversion of the Products, including without limitation use of the Products in combination with other goods or material. THE WARRANTY ABOVE IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY WITH RESPECT TO HIDDEN DEFECTS, MERCHANTABILITY OR FITNESS FOR AN INTENDED PURPOSE OR PARTICULAR USE.
- 7.3 The liability of FORSFOOD for Products found not to comply with the above warranty ("**Non-Conforming Products**") shall be limited, at the sole election of FORSFOOD, to: (i) refunding the purchase price of the Non-Conforming Products; (ii)

replacing the Non-Conforming Products; or (iii) repairing the Non-Conforming Products, if feasible. The Customer shall carefully examine the Products upon delivery. The Customer shall notify FORSFOOD in writing of any Non-Conforming Product within one (1) working day after discovery of such Non-Conforming Product, but no later than fourteen (14) days after the Customer has taken the Product into use. If not so notified, FORSFOOD shall have no liability arising out of such Non-Conforming Products. FORSFOOD assumes no liability with respect to any Non-Conforming Product which has been used or processed after the discovery of the non-conformity. In any case, the warranty for the Product shall cease twelve (12) months after the date of delivery.

- 7.4 The liability of FORSFOOD does not cover defects which are caused by usage more than one working shift in average per day, by faulty maintenance, incorrect erection or faulty repair by the Customer, or by alterations carried out without FORSFOOD'S consent in writing. FORSFOOD'S liability does not cover normal wear and tear.
- 7.5 The Customer warrants that it possesses adequate technical know-how and skills required in order to install and use the Product in a professional manner. FORSFOOD is not liable for any damages arising out of incompetent installation, repairs, maintenance or usage of the Product. If the Customer issues incorrect or inadequate information to FORSFOOD or the issue reported by the Customer is not covered by the above warranty, the Customer shall compensate FORSFOOD for any costs and expenses incurred thereof.
- 7.6 If FORSFOOD delivers products which are not manufactured by FORSFOOD, the warranty given by the manufacturer of such product shall apply.

8 LIMITATION OF LIABILITY

- 8.1 FORSFOOD's maximum liability to the Customer or other persons for damages arising from the sale and purchase of Products may not under any circumstances exceed twenty per cent (20%) of the net invoiced value of such Products in the relevant delivery. In no event, whether as a result of contract, warranty, tort (including negligence), strict liability or otherwise, shall FORSFOOD be liable to the other for loss of profits, business, revenue, goodwill, use, data, electronically transmitted orders, other economic advantage, consequential, incidental, indirect, special or punitive damages, including but not limited to, loss of production, loss of business reputation or opportunity, loss or excessive utilization of raw material or energy, plant shut down, cost of capital, labour charges and the like, even if FORSFOOD has been previously advised of the possibility of such damages.

9 EXPORT RESTRICTIONS

- 9.1 The Customer shall be responsible for any export or import licenses and permits relating to the Products, unless otherwise agreed.

10 CONFIDENTIALITY

- 10.1 The Customer shall keep confidential any technical, commercial, business related, financial or company information received from FORSFOOD and/or any of its suppliers in connection with this business relationship regardless of the form of any such information or whether marked as confidential or not. The Customer shall use its best efforts to protect all such information from improper, unauthorised, negligent, or other inadvertent transfer to any third party. The abovementioned obligations shall remain in force for a period of ten (10) years from the date of the Contract irrespective of any earlier termination thereof.
- 10.2 The parties may have entered into a separate confidentiality or non-disclosure agreement pertaining to the transactions contemplated in the Contract. If such a separate confidentiality or non-disclosure agreement exists, the terms of such agreement shall prevail and supersede.

11 FORCE MAJEURE

- 11.1 A case for release from obligations (Force Majeure) is deemed to be caused by overwhelming and abnormal impediment or occurrence that delays or prevents the fulfilment of the Contract and which neither party had reason

to take into account when entering into the Contract and which is independent of any action by either party and could not be averted or prevented without unreasonable expense or loss of time. Such cases may result from war, mutiny, internal unrest, expropriation or confiscation for public needs, embargo, pandemic, acts of God, discontinuation of public transportation or supply of energy, labour conflict or fire or some other unusual event with equally drastic effects beyond both parties' control.

- 11.2 If the fulfilment of a contractual obligation is delayed due to Force Majeure, the time for fulfilment of the contractual obligation shall be extended by a period which taking into account all relevant circumstances is deemed reasonable.
- 11.3 The party claiming to be affected by Force Majeure shall notify the other party in writing without delay on the intervention and the cessation of such circumstance.
- 11.4 Either party shall be entitled to terminate the Contract by notice in writing to the other party if the performance of the Contract is suspended due to Force Majeure for more than six (6) months.

12 ANTICIPATED NON-PERFORMANCE

- 12.1 Notwithstanding any other provision in these General Terms, FORSFOOD shall be entitled to suspend the performance of its obligations under the Contract, when it is clear from the circumstances that the Customer will not be able to comply with or otherwise will not comply with its contractual obligations. Should FORSFOOD suspend its performance of the Contract, FORSFOOD shall forthwith notify the Customer thereof in writing.

13 TERMINATION

- 13.1 FORSFOOD shall have the right to terminate the Contract with immediate effect if the Customer commits a material breach of the Contract and the breach is not rectified within fourteen (14) days from FORSFOOD's notice claiming such breach or if the Customer is declared bankrupt by a judgement of court or will have a receiving order made against the Customer or the Customer will present a petition in bankruptcy or the Customer becomes insolvent or will be held in sequestration.

14 DISPUTES AND APPLICABLE LAW

- 14.1 The Contract and these General Terms shall be governed, interpreted and construed in accordance with the national laws enacted by Finland and in force in Finland at the date of signing of the Contract but excluding the United Nations Convention for the International Sale of Goods.
- 14.2 Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Central Chamber of Commerce of Finland.
- 14.3 The arbitration proceedings shall take place in Helsinki, Finland, in the English language. The award shall be final and binding on the parties.
- 14.4 Notwithstanding the foregoing, FORSFOOD shall be entitled at its discretion to have recourse to South Ostrobothnia District Court (Finland) or any court having jurisdiction over the Customer on claims arising out of matured debts.
- 14.5 The provisions of these General Terms and the Contract are intended to be severable. If any provision or part thereof is held invalid, the rest of the General Terms and the Contract shall nevertheless remain in full force and effect to the maximum allowed by the applicable law.

