

PREAMBLE

These General Conditions for Sale of Products ("**General Conditions**") shall apply when the Parties agree in writing or otherwise thereto. Any modifications of or deviations from these General Conditions shall not apply unless agreed in writing.

1. DEFINITIONS

- 1.1 "**Agreement**" means the written agreement between the Parties concerning sale of the Products, and all appendices, including amendments and additions to the said documents agreed in writing.
- 1.2 "**Confidential Information**" shall have the meaning set out in clause 7.1.
- 1.3 "**Disclosing Party**" shall have the meaning set out in clause 7.1.
- 1.4 "**Intellectual Property Rights**" means without limitation patents, industrial designs, trademarks, copyrights and all rights or forms of protection of a similar nature whether or not registered or registerable.
- 1.5 "**Prices**" means the prices of the Products specified in the Agreement or otherwise agreed by the Parties.
- 1.6 "**Products**" means the products specified in the Agreement.
- 1.7 "**Purchaser**" means the Party purchasing the Products from the Supplier.
- 1.8 "**Receiving Party**" shall have the meaning set out in clause 7.1.
- 1.9 "**Supplier**" means Ambio Oy (business ID: 3338492-8).
- 1.10 "**Warranty Period**" means the period set out in clause 5.2.

2. PRODUCTS

- 2.1 The Purchaser agrees to purchase from the Supplier and the Supplier agrees to sell and deliver to the Purchaser the Products on the terms and conditions of the Agreement.
- 2.2 The Supplier's Products shall be substantially in accordance with the specifications agreed to by the Parties. However, due to the Products including or comprising of recycled materials, deviations in quality, MFI (Melt Flow Index),

composition, packaging, format, weight, colour or otherwise may exist and/or appear in the Products, and the Supplier shall not have any liability for such deviations and the Purchaser shall not have right to present any claims for such deviations.

- 2.3 All relevant technical documents, certificates and drawings related to the Products shall be included in the Prices and shall be supplied by the Supplier to the Purchaser together with the Products. The Purchaser has the right to use and copy such documents for the sole purpose of using the Products in the Purchaser's production.

3. DELIVERY

- 3.1 Unless otherwise agreed by the Parties in writing, the applicable delivery term for the Products shall be EXW (Incoterms 2020) for international deliveries and NOL (Finnterms) for domestic deliveries within Finland, to the place agreed by the Parties. Early deliveries are allowed.
- 3.2 Ownership of the Products shall pass from the Supplier to the Purchaser upon full payment of the Products by the Purchaser to the Supplier. The risk of loss or damage to the Products shall transfer from the Supplier to the Purchaser upon delivery of the Products in accordance with the applicable delivery term.
- 3.3 In case the delivery of the Product(s) is in delay due to a reason solely attributable to the Supplier, and provided the Purchaser has suffered damage, the Purchaser shall be entitled to liquidated damages in the amount of half (0.5) per cent of the price of the delayed Product(s) per each full working week of delay. The maximum amount of liquidated damages shall be five (5) per cent of the price of the Products in delay. The liquidated damages shall be the Supplier's sole liability, and the Purchaser's exclusive remedy, for delay in delivery of the Products.

4. PRICES AND PAYMENT

- 4.1 The Prices shall include the cost of standard product packing. Prices for any additional or alternative packing shall be separately agreed by the Parties in writing.
- 4.2 Unless otherwise agreed by the Parties, the Purchaser shall pay the Price of the Product by a wire transfer to the Supplier by the agreed delivery date of the Product. Interest for overdue

payment shall accrue in accordance with the Finnish Interest Act (633/1982).

- 4.3 VAT or any other applicable sales taxes or duties are excluded from the Prices and will be charged on the Products at the applicable rate in force at the time of delivery. The Purchaser shall not be entitled to recover any charges or liquidated damages by reduction, withholding, or set-off against any sums payable to the Supplier.
- 4.4 The Supplier reserves the right at any time before the delivery to adjust the Prices to reflect any increase in the cost of raw materials, components, labor or transport, or any currency fluctuations, increases of taxes or any other matters affecting the cost of the Supplier to procure, produce or deliver the Products. Furthermore, the Supplier shall have the right to adjust the Prices with immediate effect if such change is due to a modification of the Products required to comply with any law, act, regulation or decision by courts or other authorities or for safety reasons.

5. WARRANTY

- 5.1 The Supplier warrants that upon delivery the Products are free from any defect in materials.
- 5.2 The Supplier warrants the Products for a period of twelve (12) months from the Supplier's delivery of the Products to the Purchaser (the "**Warranty Period**").
- 5.3 Under the warranty, the Supplier agrees, at its option and sole liability, and as the Purchaser's exclusive remedy, to replace defective Product.
- 5.4 The Supplier excludes all other warranties, whether express or implied, including but not limited to any implied warranties of fitness for a particular purpose or merchantability. Warranty does not cover defects arising out of i) materials provided by the Purchaser, ii) the Purchaser's or a third party's acts or omissions, iii) normal deterioration or wear and tear, iv) use before acceptance, or v) accidents and external factors.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 All Intellectual Property Rights of either Party shall remain the exclusive property of such Party. All inventions or other proprietary know-how developed together under the Agreement shall be owned by the Supplier.

7. CONFIDENTIALITY

- 7.1 A Party (the "**Receiving Party**") may receive material and information from the other Party (the "**Disclosing Party**"), in whatever form, under or in relation to the Agreement, and which information is marked as confidential, or which should be understood to be confidential (the "**Confidential Information**").
- 7.2 The Receiving Party shall keep the Confidential Information as confidential and shall not use, copy, reproduce, store or refer to the Confidential Information for any other purpose than for the sole purpose of fulfilling its obligations under the Agreement, and shall not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party. However, the Supplier may provide the Purchaser's Confidential Information to the Supplier's subcontractors for the purposes of the Agreement.
- 7.3 The obligations of confidentiality set out herein shall not prevent a Party from disclosing Confidential Information where it is required to do so under any mandatory law, or by an order of a court or governmental body of authority of competent jurisdiction, or by any mandatory requirement of a regulatory authority. If legally allowed, the Receiving Party shall notify the Disclosing Party of such an order to allow a reasonable opportunity to seek protective order or equivalent or to appeal, and to extent reasonably possible, protect the Confidential Information.
- 7.4 The obligations set forth in this clause 7 shall apply for a period of three (3) years as of the date of disclosure of the Confidential Information in question and shall survive the termination of the Agreement.

8. LIMITATION OF LIABILITY

- 8.1 A Party's aggregate liability under the Agreement shall be limited to 15% of the Prices of the Products. Neither Party shall be liable for any indirect or consequential damage or loss under the Agreement.
- 8.2 The limitations of liability set out in clause 8.1 shall not apply to damages caused by willful misconduct or gross negligence, or to any liability under clause 7.

9. FORCE MAJEURE

- 9.1 A Party shall not be liable towards the other Party for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of force majeure. Events of force majeure are events beyond the control of the Party which were not reasonably foreseeable at the time of signing of the Agreement and the effects of which are not capable of being overcome without unreasonable expense to the Party concerned. Events of force majeure shall include without limitation errors in public communication networks or electricity supplies, strikes, lockouts, boycotts and other industrial actions (including when the Party concerned is the target or party to such action), war, civil unrest, terrorist attacks, natural disasters, fire and explosions.

10. TERM AND TERMINATION

- 10.1 The Agreement shall become effective on the Effective Date and shall remain in force until the Parties have performed their obligations under the Agreement.
- 10.2 The Supplier shall have the right to terminate the Agreement for convenience by a one (1) month written notice to the other Party.
- 10.3 A Party may terminate the Agreement with immediate effect upon written notice to the other Party if (a) the other Party becomes insolvent, applies for or is adjudicated in bankruptcy or liquidation or corporate restructuring or otherwise ceases to carry on its business, or (b) the other Party is in material breach of the terms and conditions of the Agreement and fails to remedy such breach within thirty (30) days from the date of receipt of a written notice by the non-defaulting Party, such written notice detailing the breach and the intention to terminate.
- 10.4 Any terms and conditions that by their nature or otherwise reasonably should survive termination or expiration of the Agreement shall be deemed to so survive.

11. APPLICABLE LAW AND ARBITRATION

- 11.1 The Agreement is governed by and construed in accordance with the laws of Finland, excluding its choice of law provisions.
- 11.2 Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach,

termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The seat of the arbitration shall be Helsinki, Finland. The language of the arbitration shall be English. The award shall be final and binding on the Parties. However, the Supplier shall have the right to seek an injunction against the Purchaser at any time.

12. MISCELLANEOUS

- 12.1 Any changes to the Agreement shall be made in writing and signed by both Parties authorized representative in order to be valid and binding.
- 12.2 The Supplier shall have the right to use subcontractors for the performance of its obligations under the Agreement. The Supplier shall be responsible for the performance of its subcontractors as for its own performance.
- 12.3 No failure or delay of a Party to exercise its rights hereunder shall be deemed to be a waiver of any such rights.
- 12.4 If, at any time, any provision of the Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.