

1. General

These general terms and conditions of sale (hereinafter “**General Terms**”) shall apply to all products (hereinafter “**Products**”) sold by Huhtamäki Oyj with business identity code 0140879-6 and with its domicile in Espoo, Finland or any of its affiliates (hereinafter “**Seller**”) to its customers (hereinafter “**Buyer**”) and Buyer shall be deemed to accept these General Terms by ordering any Products, unless specifically agreed otherwise in writing between Seller and Buyer. These General Terms override any additional or deviating terms or conditions included in Buyer’s purchase order or otherwise referred to by Buyer or Seller, unless specifically agreed otherwise in writing.

2. Seller’s Representations and Warranty

2.1 Seller warrants that the Products shall at the time of delivery conform to Seller’s then current sales specifications applied in Seller’s normal business practice (hereinafter “**Sales Specifications**”), unless specifically agreed otherwise in writing between Seller and Buyer. All descriptions, drawings, photographs, illustrations, samples, performance and technical data, dimensions, weights and the like, contained in any promotional or technical material issued by Seller are subject to variation without notice and shall not be considered as Sales Specifications as such.

2.2 If any of the supplied Products do not conform to Sales Specifications, Seller shall be entitled to replace the Products (or the part in question) free of charge or, at Seller’s sole discretion, refund to Buyer the amounts paid to Seller for such non-conforming Products. The foregoing remedy shall be Buyer’s sole and exclusive remedy for failure of the Products to comply with the warranty under Article 2.1. Failure to give written notice of a claim of non-conformity within thirty (30) days from the date of delivery and/or use of the supplied Products shall constitute an unqualified acceptance of such Products by Buyer and a waiver by Buyer of all claims in respect of such Products.

2.3 The warranty set out in Article 2.1 is Seller’s sole warranty in respect of the Products. ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES AS TO THE QUALITY, SUITABILITY, SUSTAINABILITY, OR MERCHANTABILITY OF THE PRODUCTS OR FITNESS FOR ANY PARTICULAR PURPOSE WHETHER ARISING UNDER STATUTE OR OTHERWISE, IS EXCLUDED.

2.4 Seller shall not be liable for any defect in parts, materials or equipment not supplied or manufactured by Seller. Further, Seller shall not be liable for any claims relating to Products arising out of normal wear and tear, accident, improper or negligent storage, installation, use, handling, maintenance or repair or modifications made not in conformity with Seller’s instructions or approval by Seller.

3. Intellectual Property and Tooling

3.1 Seller shall retain ownership of all its intellectual property rights and nothing herein shall grant to Buyer title, license or any other right to any intellectual property rights of Seller. To the best knowledge of Seller, and except for Products manufactured according to Buyer’s specific instructions, the manufacture of the Products does not infringe any patents in the country of manufacture. Seller assumes no liability for patent infringement beyond the foregoing.

3.2 A charge may be imposed for any special tooling, including without limitation, dies, fixtures, molds and patterns acquired to manufacture items sold subsequent to the supply relationship. Such special tooling shall be and remain Seller’s property notwithstanding payment of any charges by Buyer, unless otherwise agreed to in writing by the parties. Payment of charges in connection with tooling or equipment does not constitute ownership of the same. All charges in connection with this Article 3 will be imposed only with the knowledge and acceptance of Buyer. Seller shall have the right to alter, discard or otherwise dispose of any special tooling or other property at its sole discretion at any time.

3.3 No joint development is contemplated by the parties at this time and any such joint development will be negotiated by the parties under a separate agreement.

4. Limitation of Liability

4.1 Seller’s aggregate liability to Buyer and the maximum amount of damages recoverable in any event, whether arising from breach of contract or from statutes, including negligence, shall in no event exceed the total amount paid to Seller for the Products which are the subject matter giving rise to such claim. The limitation set forth in this Article 4.1 shall not apply to damages for death, personal injury or direct property damage caused by a defective Product.

4.2 IN NO EVENT SHALL SELLER BE LIABLE FOR LOSS OF PROFITS, LOSS OF BUSINESS, DEPLETION OF GOODWILL (WHETHER DIRECT OR INDIRECT), OR INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES EVEN THOUGH SELLER MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND EVEN THOUGH SUCH DAMAGES OR LOSSES ARE OTHERWISE OBVIOUS OR REASONABLY FORESEEABLE.

4.3 Nothing in these General Terms shall operate to exclude or limit any liability which cannot lawfully be excluded or limited.

4.4 Seller shall not be liable for damage caused by the acts or omissions of Buyer.

5. Orders and Storage

5.1 All orders for the Products are subject to acceptance by Seller. Seller reserves the right to discontinue Product offerings before acceptance of an order without prior notice. Orders that do not conform to the current Seller volume or pricing policies, lead time requirements, order minimums, and other order and delivery requirements or that contain additional terms or terms that conflict with these General Terms shall be considered rejected without further notice to Buyer unless such deviations are expressly approved in writing by Seller. Any and all applicable order requirements and lead times are designated in Seller’s published price list or quotation.

5.2 In limited instances where Seller stores Products for Buyer as required by Buyer’s order specifications approved by Seller, storage charges may be assessed to Buyer as designated by Seller.

5.3 Any forecasts provided or confirmed by Seller are non-binding. However, if Buyer provides Seller with a forecast of its future demand, Seller is entitled to rely on such forecast for the purpose of ordering raw materials and arranging its resources. In order to meet lead times, Seller reserves the right to stock raw materials for a minimum period of three (3) months at any given time. To the extent that orders placed by Buyer do not correspond to the forecast submitted, Buyer shall reimburse Seller for three (3) months’ costs for raw materials and other expenses that Seller has incurred in order to honor the demands of the Buyer based on its forecast.

6. Price and Payment Terms

6.1 Unless agreed otherwise, the price for the Products shall be Seller’s price in effect at the time of shipment. Seller reserves the right, by written notice given at any time before shipment, (i) to change the previously agreed price, terms and conditions of payment or of transportation or the minimum requirement per shipment; and

(ii) to increase the price of Products if there is any increase in the price or cost of the Products to Seller by virtue of foreign exchange fluctuations, currency regulations, changes in duties or taxes, increase in the cost of raw materials, labor, energy or transport or any other causes beyond the control of Seller.

Buyer’s failure to make written objection to the change or price increase in (i) or (ii) above within fifteen (15) days of the date of receipt of Seller’s notice shall be considered acceptance. If Buyer objects within fifteen (15) days of the date of receipt of Seller’s notice, Seller shall have the option (a) to continue to supply on the terms and conditions in effect prior to the announced change or increase, or

(b) to cancel the affected quantities of Products with immediate effect, and shall advise Buyer accordingly within fifteen (15) days from receipt of Buyer’s written objection.

6.2 The agreed price for the Products shall always be exclusive of any value added tax or other similar taxes, duties or import fees levied by any governmental agency or through applicable law (including, but not limited to, those at state or municipal levels) with respect to the Products supplied hereunder. Any customs duties or other charges, fines or assessments on importation shall be borne by Buyer. If Seller is required by applicable law or regulation to pay or collect any such statutory fees or taxes, as enumerated in the preceding sentence on the Products supplied hereunder, then such statutory fees or taxes shall be paid by Buyer in addition to the payments of the agreed price for the Products.

6.3 Unless otherwise agreed, Buyer shall pay each relevant invoice sent by Seller in respect of the Products no later than fourteen (14) days after the date of the invoice by direct bank transfer to the bank account defined by Seller without setoff or deduction. The time for payment of Seller’s invoices shall be of the essence of these General Terms. The interest rate for overdue payments is the greater of two (2) % per month or the maximum amount as permitted under the applicable law. The specific terms of payment shall be those set out in Seller’s invoice. Buyer shall pay Seller’s reasonable costs of collection, including attorneys’ fees and other legal expenses. Seller may setoff any amounts owing from Buyer against any amounts payable by Buyer.

7. Title, Delivery and Risk of Loss

7.1 Seller shall transfer the Products with good title, free from any liens or encumbrances.

7.2 Until payment in full has been received by Seller for the supplied Products: (i) title to the Products shall remain with Seller; (ii) the Products shall so far as practicable be kept separate from other goods on the premises of Buyer so as to be readily identifiable as the property of Seller, and; (iii) Buyer shall be at liberty to resell the Products in the ordinary course of business or to use the Products in any process provided that such liberty shall be deemed automatically cancelled without the need for notice if Buyer fails to make any payment when it becomes

due, or is in default of due performance or observance of any other Buyer's obligation, or enters into liquidation or receivership. Seller may then by notice in writing to Buyer cancel the supply of Products.

7.3 Seller shall be entitled to enter upon Buyer's premises at any time in order to remove any of the Products to which Seller has retained title and/or upon cancellation of Buyer's liberty to resell or use the Products. For this purpose, Buyer shall afford Seller all reasonable assistance to locate and take possession of the Products and shall promptly place the Products at Seller's disposal.

7.4 Buyer shall be fully liable and shall indemnify and hold Seller harmless from and against all liability, losses, payments, costs, damages, expenses (including attorneys' fees and other legal expenses) and other liabilities of whatever nature incurred by Seller as a result of Buyer's failure to make any payment when it becomes due and/or default in due performance or observance of any other Buyer's obligation.

7.5 If a potential order confirmation does not specify trade terms as defined in Incoterms, the Products shall be delivered Ex Works (EXW) Seller's premises, and Buyer shall bear all risks of loss of or damage to the Products from the moment the Products have been placed at Buyer's disposal at Seller's premises. Trade terms shall be interpreted in accordance with Incoterms latest edition. Time for delivery shall not be of the essence.

7.6 For the purpose of the foregoing paragraphs of this section 7 and in the absence of evidence to the contrary Products supplied by Seller to Buyer at any time shall be deemed to have been resold, used or processed in the order in which Products were supplied. Nothing herein shall give Buyer the right to return the Products to Seller.

8. Force Majeure

Neither party shall be liable for non-performance of its obligations if such non-performance is caused by accident, epidemic, pandemic, mechanical breakdown of facilities, fire, flood, natural disasters, strike, labor trouble, riot, revolt, war, acts of governmental authority, computer system failures, cyber incidents, unavailability of materials, energy or components, delays in transportation or other contingencies beyond the reasonable control of the party affected. In case of force majeure event affecting Seller, Seller's obligations may be suspended, without liability, for so long as such event occurs but the supply relationship shall otherwise remain unchanged. The decision of Seller as to the quantities of the Products affected shall be final and binding.

9. Confidentiality

The parties hereto undertake towards each other during the term of the supply relationship and three (3) years thereafter to keep in the strictest confidence all information received from the other party in connection with the supply relationship, and to use the said information for the purposes of the supply relationship only. The obligation of non-disclosure and non-use of Seller's trade secrets and manufacturing know-how shall continue indefinitely. The obligation above shall not apply to information (i) which the receiving party may prove having been in the possession prior to the first receipt from the other party; (ii) which at the date hereof or thereafter becomes a matter of public knowledge without a breach of this confidentiality obligation; or (iii) which the receiving party may prove having been obtained from a third party under circumstances permitting its disclosure to others.

10. Buyer's Obligations

10.1 Buyer shall comply with all applicable laws and regulations and its obligations under these General Terms.

10.2 Buyer shall inspect, at its sole cost and expense, the supplied Products immediately after delivery.

10.3 If Buyer fails to perform any of its obligations under these General Terms, when due, Seller may, at its option, decline to make further deliveries except for cash, or may recall or defer shipments until such default is remedied, or may treat such default as final refusal to accept further shipments and cancel the supply relationship.

10.4 Seller shall be entitled to demand prepayment or the provision of security before production start, supply of outstanding deliveries or provision of other outstanding services, if such facts become known to Seller which have the potential to jeopardize the making of any payment by Buyer when due.

10.5 Buyer assumes all responsibility for and indemnifies and holds Seller harmless (including reasonable attorneys' fees) for the use of any artwork, technical information, patent, design, trademark, trade name, or part thereof, printed or fitted on the Products at Buyer's request.

10.6 The foregoing rights shall be cumulative, alternative and in addition to any right or remedy Seller may have under these General Terms or by law or in equity.

11. Compliance

11.1 Buyer represents and warrants on an on-going basis, and is fully liable for the consequences to Seller caused by the failure thereof, that (i) it is not subject to sanctions imposed by the United Nations, the United States, the European Union, or any other applicable authority; and (ii) it shall at all times act in accordance with all applicable laws and regulations pertaining to, without limitation, sanctions and export control laws and regulations (collectively "Trade Regulations"), anti-bribery laws and anti-money laundering laws.

11.2 Buyer shall ensure that the Products do not end up directly or indirectly in the Russian Federation. Seller may refuse to make deliveries or to stop any delivery in transit if Seller has reason to suspect that the Products are ending up in the Russian Federation.

11.3 Notwithstanding anything to the contrary in these General Terms, Seller has the right to terminate the supply relationship under these General Terms and/or any transactions with Buyer with immediate effect and without any liability towards Buyer in the event that Seller considers Buyer being in breach of any of the representations, covenants and undertakings given under this Article 11 or Buyer's actions would or might result in a violation of applicable Trade Regulations or anti-bribery laws by any person.

12. Performance by Affiliates

At Seller's option, any obligation of Seller may be performed by Huhtamäki Oyj or any of its affiliates. Any deliveries made under this condition may be invoiced by such affiliate and shall constitute performance by Seller.

13. Assignments and Third-Party Rights

13.1 Buyer shall not transfer nor assign its obligations to any third party (excluding Buyer's affiliates) without Seller's prior written consent.

13.2 A person who is not a party to a contract incorporating these General Terms shall not have any right (whether under any statute or otherwise) to enforce any provision of that contract.

14. Non-waiver

Failure to exercise any rights shall not constitute a waiver thereof.

15. Severability of Provisions

If any provision of these General Terms should be held invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.

16. Applicable Law and Dispute Resolution

16.1 Unless specifically agreed otherwise in writing, these General Terms and the supply relationship shall be governed by and construed in accordance with laws of the place of incorporation of Seller, excluding its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to these General Terms or the supply relationship.

16.2 Unless specifically agreed otherwise in writing, any dispute, controversy or claim arising out of or relating to these General Terms, the supply relationship or the breach, termination or validity thereof (whether contractual or non-contractual in nature) shall be finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall take place in the domicile of Seller and shall be conducted in the English language. Regardless of the aforesaid, Seller shall alternatively be entitled to assert its own claims against Buyer at the courts at Seller's registered seat of business.

17. Amendments

These General Terms shall be subject to further amendments or rescission made by Seller without notice to Buyer. Seller shall provide a copy to Buyer upon written request and a valid version is always available on Seller's website at www.huhtamaki.com.