

## ALTIA PLC GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF ETHANOLS AND SOLVENTS

### 1. DEFINITIONS

"Altia" means Altia Oyj.

"Buyer" means an entity or legal person purchasing the Goods from Altia or whose order for the Goods is confirmed by Altia.

"Conditions" mean these Altia General Terms and Conditions for the supply of ethanols and solvents.

"Goods" mean the goods specified in the Order Confirmation including their packaging.

"Order Confirmation" means a written order confirmation provided by Altia's authorised representative to the Buyer.

### 2. BASIS OF THE SALE

2.1 Subject to these Conditions, Altia sells and supplies the Goods to the Buyer, and the Buyer purchases and receives the Goods from Altia.

2.2 These Conditions shall govern the sale and purchase of the Goods. No term or condition in any other document, order, order acknowledgment or the like deviating from these Conditions to the detriment of Altia shall have any force or effect.

2.3 No order submitted by the Buyer shall be deemed accepted by Altia unless confirmed in writing in an Order Confirmation.

### 3. GOODS AND SPECIFICATIONS

3.1 The quantity, quality and description of, and any specification for, the Goods are solely those set out in the Order Confirmation. Unless the Buyer gives a notice on any defects on the Order Confirmation within 48 hours from Altia sending out the Order Confirmation, the Order Confirmation shall be deemed to be accepted.

3.2 Altia may make changes to the specifications of the Goods in order to conform with any statutory or EU requirements, or if changes do not materially negatively affect the quality of the Goods or Altia's performance under these Conditions.

### 4. PRICE OF THE GOODS

4.1 The price of the Goods shall be the price specified in the Order Confirmation or, if none, in Altia's quotation or, if none, on Altia's from time to time prevailing price list. All prices quoted in Altia's offer are valid for fourteen (14) days.

4.2 Altia may change the price at any time before delivery to reflect any change in costs beyond the control of Altia (e.g. taxes, duties or any legislative or regulatory changes relevant to the Goods) or any changes related to the Goods or their delivery as requested by the Buyer and approved by Altia.

4.3 Unless otherwise agreed in writing between the parties, all prices of the Goods are given on FCA,

Rajamäki (Incoterms 2010) basis. Prices exclude value added tax and other taxes and duties as well as any charges for transport, packaging, and insurance.

### 5. TERMS OF PAYMENT

5.1 If not otherwise agreed in writing between the parties, the Buyer shall pay Altia's invoice for the Goods (in full without any setoff, deduction or counterclaim) in euros to Altia's bank account specified in the invoice within fourteen (14) days from the date of such invoice.

5.2 Altia is entitled to charge interest on any delayed payments in accordance with the Finnish Interest Act (633/1982, as amended).

### 6. DELIVERY

6.1 Unless otherwise agreed in writing between the parties, the delivery term shall be FCA, Rajamäki (Incoterms 2010). Delivery is subject to availability.

6.2 Altia shall notify the Buyer of any likely delay in delivering the Goods, and shall make reasonable commercial efforts to overcome any effects of such delay. The Buyer shall not be entitled to compensation or any other remedy due to the delay.

6.3 If the Buyer fails to take delivery of the Goods or fails to give Altia adequate delivery instructions then, without prejudice to any other right or remedy available to Altia, Altia shall have the right, but no obligation, to have the Goods stored and/or to charge the Buyer for any reasonable delivery or storage costs incurred in relation to returning the Goods to Altia plus service and other charge and/or to sell the Goods at a reasonable price readily obtainable and to charge the Buyer for any shortfall between such price and the price specified in clause 4 above.

6.4 The Buyer shall comply with all laws governing the export of the Goods from Finland and importation of the Goods into the country of destination.

### 7. RISK AND TITLE

Risk in and title to the Goods shall pass to the Buyer upon delivery.

### 8. LIABILITY

8.1 The Buyer shall inspect the Goods upon delivery. Any claim for any defect in the quantity, quality or condition of the Goods shall be notified in writing to Altia within ten (10) days of delivery, after which Altia assumes no liability for any defects.

8.2 Altia does not warrant accuracy or fitness for purpose by the Buyer of any design, drawing, specification, instructions or information or advice it provides in relation to or in connection with the Goods.

8.3 All warranties in relation to the Goods whether express or implied are excluded to the fullest extent permitted by law including but not limited to warranties of non-infringement, quality, purity, fitness for a particular purpose and merchantability. The Buyer shall be solely responsible to ensure the Goods are fit for their intended purpose.

8.4 In case of defective Goods, Altia may, at its option, replace the Goods free of charge or refund the price of the Goods paid by the Buyer, but Altia shall have no further liability to the Buyer and this replacement or refund shall be the Buyer's exclusive remedy.

8.5 Under no circumstances shall Altia be liable for loss or decrease of sales, contracts, profits, revenue, business or goodwill or any other indirect, consequential, exemplary or punitive damage, cost or loss howsoever caused, including without limitation any damage to other goods or property (including possible contamination or infection) or damage, liability, cost or loss from delay in production or business, production break or restart of production, cleaning of production or storage facilities, recall or contractual relations with third parties.

8.6 Altia's entire liability towards the Buyer shall at all times be limited to the price of the Goods as per section 4, which are the subject of the claim by the Buyer.

8.7 The Buyer shall indemnify, defend and hold harmless Altia and its affiliates from and against any and all losses, damages, liabilities, suits, actions, demands, proceedings, judgements and expenses (including reasonable attorneys' fees), made against, suffered or incurred by Altia or its affiliate as a result of or in connection with: (i) injury to or death of any person(s), or (ii) any handling, storage or other use of the Goods by or on behalf of the Buyer, or (iii) the Buyer's wilful or criminal wrongdoing, or negligent act or omission or breach of these Conditions.

### 9. CONFIDENTIALITY

A party shall keep confidential and not disclose to third parties nor use for any purpose other than for the proper fulfilment of these Conditions any technical, financial or commercial information, in whatever form, including without limitation the prices of the Goods, provided by or on behalf of the other party that is marked as confidential or that is clearly by its nature confidential. Each party shall limit access to such confidential information to those of its directors, officers and employees for whom such access is necessary for the proper performance of its obligations under these Conditions.

### 10. INSOLVENCY OF THE BUYER

Without prejudice to any other right or remedy available to Altia, Altia may cancel or suspend any

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further deliveries without any liability to the Buyer, if: (i) the Buyer is in breach of a payment to Altia or its affiliate; (ii) the Buyer makes any voluntary arrangement with its creditors or becomes bankrupt or goes into liquidation; or (iii) the Buyer ceases, or threatens to cease, to carry on business; or (iv) Altia reasonably believes that any of the foregoing events is about to occur in relation to the Buyer and notifies the Buyer accordingly.

## 11. PACKING

11.1 If Altia notifies the Buyer that packing materials are returnable, the Buyer shall return them at its expense within three (3) months of the delivery. Where not returnable, the Buyer will dispose of all packing in accordance with the applicable regulations.

11.2 Altia shall use reasonable endeavours to ensure, where necessary, the appropriateness of packing before dispatch, but Altia shall not be liable for any damage to or loss of Goods after delivery.

## 12. COMPLIANCE

12.1 The Buyer agrees to comply, and ensure that its affiliates, agents and sub-contractors comply with all applicable laws and regulations, which apply to its conduct of business.

12.2 The Buyer undertakes that it shall not directly or indirectly, through or by a sub-contractor, agent or other intermediate, accept, offer to pay, pay or give anything of value to/from any government employee or official, any political party official or candidate, or any employee or official of any international organization or any other individual or legal person or entity, with the intent of improperly influencing, obtaining or retaining business or to

securing any improper advantage or necessary government licenses relevant to the Goods. Without limiting the generality of the foregoing, the Buyer undertakes to comply with Altia's Anti-Bribery and -Corruption Policy ([www.altiaindustrial.com](http://www.altiaindustrial.com)).

12.3 The Buyer shall in all its activities comply with applicable employment laws and regulations, including without limitation applicable labor laws and regulations. The Parties shall be committed to ethical conduct and respect for human rights in the spirit of internationally recognized social and ethical principles such as UN Declaration of Human Rights and ILO Conventions.

12.4 The Buyer's breach of these section **Error!**

**Reference source not found.** obligations shall entitle Altia, without prejudice to any other legal remedies, to suspend any activity relating to the Goods, and/or immediate termination of the business relationship.

## 13. MISCELLANEOUS

13.1 Altia shall have the right to audit and verify the Buyer's compliance with these Conditions.

13.2 Neither Party shall be liable to the other Party as a result of any delay or failure to perform its obligations under these Conditions, except for obligation to pay money, if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that Party, including without limitation nuclear accident, war or terrorist activity, riot, civil commotion, fire, flood, storm or contamination ("Force Majeure").

13.3 No waiver by Altia of any breach of these Conditions by the Buyer shall be considered as a waiver of any subsequent breach.

13.4 If any provision of these Conditions is held to be invalid or unenforceable the validity of the other provisions of the Conditions shall not be affected.

13.5 Each party is an independent contractor. Under no circumstances may either party be deemed to be an employee, agent or representative of the other party, and neither party has any authority to incur any obligations or commitments or make any representation, warranties or guaranties, nor to act on behalf of the other party.

13.6 Altia shall be entitled to transfer the Agreement to any other company within the Altia group or to any third party to whom the production of starch is transferred.

13.7 These Conditions shall be governed by and construed in accordance with the laws of Finland, without regard to its conflict of laws provisions (including without limitation the UN Convention of International Sale of Goods, which is specifically excluded).

13.8 Any dispute, controversy or claim arising out of or relating to these Conditions, 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 the arbitrators shall be one (1). The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English. Notwithstanding the foregoing, Altia reserves the right, at its discretion, to sue the Buyer at the Buyer's general place of jurisdiction.