



1.1.2014

1. Field of Application

These terms of contract apply to raw material and packaging material purchases, purchases of traded goods, subcontracting services, facility services and real estate, maintenance, cleaning, repairing and servicing of real estate equipment and systems as well as other equivalent purchases of services in contracts concluded between VAASAN Oy (later referred to as "VAASAN" or "Customer") and the Supplier.

2. Quality Control by the Supplier and Management of Matters Related to Hygiene, the Environment and Occupational safety

The Supplier must comply with hygiene procedures generally accepted in the food industry, and the objectives and targets of the quality and environmental systems in the Customer's operating system, as well as instructions in the contract documents or defined separately otherwise in writing, e.g. operational guidelines. The Supplier must comply with guidelines provided by the Customer or end user regarding waste separation and the environment. The Supplier is responsible for the safety of the equipment used by its personnel, and provides the site with the material safety data sheets related to the hazardous chemicals and corresponding substances it stores at the site. The Supplier's personnel must have access at the site to the safety data sheets related to all of the chemicals and hazardous substances it uses there. The Supplier is required to provide a clarification of its quality, environmental and occupational safety systems and their management and development. The Supplier must notify the Customer regarding any deviation related to quality, the environment or occupational safety observed in its operations as well as significant risks and dangerous situations that have occurred.

3. Certification

Persons representing the Supplier must hold a valid hygiene proficiency certificate in cases where the contract is valid for more than 3 months and the persons operate at Customer's premises during the said period. In above-mentioned situations, the Supplier is also responsible for salmonella certificates for its personnel as well as the implementation of salmonella tests subsequent to each trip of duration of more than 4 days outside the Nordic countries. Persons representing the Supplier must also hold other certification required by each task, e.g. a hot work permit.

4. Reporting

The Supplier must report to the Customer regarding its performance in accordance with the contract and any faults and development needs that come to its attention in connection with the operations. Reporting is conducted in accordance with the instructions provided by the Customer, and generally directly in the service book of the Customer or end user or in the electronic monitoring system maintained by the Supplier, to which the Customer has reading access via an Internet connection. The said report data constitutes Customer property, which the Supplier must transfer to the Customer upon termination of the contract. The Supplier must transfer to the Customer, at the latest on the date referred to in the contract, the separately agreed number of plans and installation and servicing instructions required for the maintenance of equipment and systems. All written material provided by the Supplier to the Customer must also be made available in electronic format that enables further processing.

5. Responsibility for Guidance and Training

The Supplier is responsible for the arrangement of sufficient user guidance and technical support for the personnel of the Customer and

end user in order to enable efficient and correct use of the supplied equipment and systems. The Supplier is responsible for training the personnel of the Customer and/or end user in separately agreed training events, any possible incurred costs can be agreed upon separately. The Supplier must, at its own cost and should the Customer so demand, participate in training provided by the Customer or end user related to the management of or other matter related to the site.

6. Transfer of the Contract

The Supplier does not have the right to transfer the contract or part thereof to a third party without written consent of the other contracting party. In cases of significant changes in the Supplier's company or ownership base, the Customer has the right to terminate the contract during the contract period with a period of notice of 3 months or with immediate effect.

7. Term and Termination

Regardless of the agreed times for duration and termination the Customer has the right on its choice to discontinue or stop purchasing of the products or services and in the latter situation the Customer has the right to cancel the Agreement with immediate effect if; a) The Supplier breaches this agreement or any terms related to it or any regulations, instructions or recommendations by the laws or authorities; or b) the Supplier is declared bankrupt; debt restructuring is started at the Supplier or an essential change occurs in the ownership of the Supplier; or c) the services do not meet the Customer's quality standards, or d) the Customer may otherwise reasonably presume that the Supplier is no longer able to produce the services according to the Agreement.

In case the ownership of VAASAN is significantly changed, VAASAN shall have the right to terminate the Agreement with three (3) months' notice of termination or with immediate effect.



Expiration or termination of the agreement shall not relieve the Parties of their then outstanding and unfulfilled obligations or liabilities including those due to any purchase order hereunder.

8. Using a Subcontractor

The Supplier must present for approval by the Customer the subcontractors it uses in this contract relationship. The Customer's notification of approval of a subcontractor does not reduce the responsibility of the Supplier, but the Supplier is responsible for all of the deliveries and possible damages caused by the subcontractor as if its own. The Supplier is responsible for all induction, training and guidance for its subcontractor.

9. Changing the Contract

Changing the agreed deliveries, content of tasks, performance level or payment of compensation therefore is possible solely by mutual written agreement between the contracting parties, e.g. by changing the service description or price list.

10. Prices and Invoicing

The contract price is VAT-free (VAT 0%). The valid VAT will be added to the invoice. The agreed prices must be competitive. The Supplier ensures that the purchase prices of VAASAN are competitive in accordance with the prevailing price level on the market. In case a delivery includes transferable services or materials (so-called reimbursable costs or expenses), the Supplier must not add invoicing or handling fees to said costs or expenses. The Customer is not liable for any other payments to the Supplier than those that accurately reflect costs; these can include e.g. daily hours or kilometres of travel from Supplier premises to the site, unless the procedure has been agreed separately between the parties. Likewise, the Customer is not liable to pay for accommodation or travel compensation or the daily

allowance of an employee provided by the Supplier from another town, unless agreed separately with the Customer.

The invoicing address is always the invoicing address provided in the contract or separate order, unless agreed otherwise on a case by case basis.

Invoices must include the following information:

- Name, address, bank account details of Supplier
- Supplier VAT code
- Invoice number
- Invoice date
- Due date
- Supplier contact person details concerning invoice
- VAASAN purchase order number and agreement number if applicable, CLEARLY MARKED
- VAASAN product code if applicable
- Intrastat code for each item if applicable
- Amount of delivered goods in same units as in purchase order
- Delivery date
- Delivery address

Invoicing addresses to VAASAN Group companies in FINLAND

eInvoices:

Finnish Party Identification number (OVT-tunnus): 003710983223
Operator: BASWARE
Operator id: BAWCFI22
Note! VAASAN purchase order number must be in eInvoice field
Buyer's order number (Finvoice standard: OrderIdentifier).

Email (.pdf):
vaasan@bscs.basware.com

Print:
VAASAN Oy
P.O Box 115
FI-00026 BASWARE
FINLAND

The payment term is 60 days net from the arrival of the invoice. The Supplier is liable for providing an

invoice for its delivery in accordance with the contract and in the agreed timeframe. An earlier delivery will not entitle to bring forward the invoicing, unless separately agreed. The Supplier is liable to provide invoicing for additional work or performance-based operations within 3 months of the date of the completion of the delivery or work, under the threat that the Supplier otherwise loses the right to invoice for the delivery or performance in question.

11. Revision of Prices

Unless otherwise agreed, the contract price can be revised during the contract period. A proposal for revision of the contract price must be provided to the other contracting party in writing 2 months before the change in price enters into force. In this case, the contracting party proposing revision of the contract prices must, without separate request, clarify the grounds for the revision of prices. The contract can define the first date for the revision of prices and the annual time of revision. The revision of prices is agreed in writing, and, if an agreement cannot be reached on the price, the parties have the right to terminate the contract despite its duration with a period of notice of 3 months, in accordance with the agreed procedure for termination.

12. Liability of the Contracting Parties

The Supplier undertakes to comply with valid legislation and local instructions related to food, the environment and occupational safety. The Supplier is liable for any injury to persons and damages to property it or its subcontractor causes as well as any financial consequences these incur. The Supplier must have valid liability insurance. Unless otherwise agreed in the contract, the said insurance must cover the compensation of any damages that are the Supplier's liability up to a minimum of EUR 1,000,000 (one million euros) per incident. The ordered work must be performed by professional personnel



of the Supplier. The Supplier must continuously maintain the expertise of its personnel as well as train its personnel and agreed subcontractors to perform the task for which it is responsible. In cases where subcontractors are used, the liability insurance of the Supplier must also cover the work performance of the subcontractors. The Supplier shall not, during the contract period, make changes to the liability insurance without written consent of the Customer. The Supplier must submit a copy of the insurance policy to the Customer when requested by the Customer. The Supplier ensures that the personnel follows the instructions provided by the Customer.

13. Defect and Delay

The Customer has the right to refuse to accept the delivered performance, if the quality does not meet the industry standard requirements, or if the delivery does not meet the agreed scope, content and quality requirements. The Customer shall be deemed to have approved the performance only once the Customer has had reasonable time for inspection after delivery, or at a later date within a reasonable period of time in cases of a latent defect in the performance. The Supplier is liable for direct damages caused by a delayed or faulty performance. The Supplier is liable for indirect damages caused deliberately or by gross negligence.

14. Corrective Deliveries

If the Supplier must implement a corrective delivery for reasons due to the Supplier (e.g. partial or complete delay or defect of the original performance), the Supplier is liable for all costs and charges (e.g. transportation costs) incurred by the corrective performance, notwithstanding that which is agreed in the original contract on the distribution of costs.

15. Force Majeure

A force majeure exempts both parties from the fulfilment of the obligations provided in the contract. When confronted with a force majeure, the concept is interpreted in accordance with legislation in force in Finland. The start and end of a force majeure must be immediately notified to the other party.

16. Disputes

Finnish legislation shall apply to contracts. Disagreements that may arise from the contract will be settled by means of negotiations between the parties. The disputes for which agreement is not reached shall be settled by arbitration using one arbitrator, in accordance with Arbitration Rules of the Finnish Arbitration Institute of the Central Chamber of Commerce. The arbitral tribunal is appointed by the Central Chamber of Commerce and it convenes in Helsinki.

17. Confidentiality

The parties undertake not to disclose, copy, publish or otherwise distribute documents or offers of the other party. All of the information and competence that the parties receive from each other is confidential and intended solely for use related to the fulfilment of this contract. The personnel of the Supplier or agreed subcontractor of the Supplier must not disclose commercial or professional secrets or private matters that come to its attention related to the Customer, client of the Customer or their personnel. Likewise, the Supplier must ensure that its personnel complies with the obligation of confidentiality described above during and after its service. The Supplier and the Supplier's subcontractor must comply with all of the instructions provided by the Customer. The Supplier and Supplier personnel as well as the approved subcontractor and its personnel agree, in the limits of legislation, to security inspection requested by the Customer or a

client of the Customer, including personal background checks of person. The Supplier is responsible for conducting the inspection measures. Using VAASAN as a reference or for advertising or in other publications is prohibited without separate written consent of the Customer for each case.

18. Intellectual Property Rights

The products subject to the agreement or the use of the products do not infringe the Supplier's or any other third party's immaterial rights. The Supplier undertakes to compensate the Purchaser, or its representatives and companies belonging to the same group of companies all costs and damages (including lawyer's fees) resulting from any claim or suit presented to them regarding the infringement of immaterial rights of products related to this contract or the use of them against this contract provision.

Order of Applicability for Contract Documents

The contract documents complement each other, whereby a provision in a single document shall be applicable even if the said provision is not contained in the other contract documents. If there is any ambiguity in the contract documents, the following order of applicability of the documents will apply:

1. Agreement (or purchase order)
2. VAASAN Oy General Terms of Purchase
3. Other appendices of the Agreement in numerical order