

GENERAL PROVISIONS

1. General

These General Terms and Conditions (hereinafter “**General Terms**”) shall apply to all goods (hereinafter “**Goods**”) and services (including deliverables resulting from the services, where applicable) (hereinafter “**Services**”) purchased by Huhtamäki Oyj with business identity code 0140879-6 and with its domicile in Espoo, Finland, or any of its affiliates (hereinafter “**Buyer**”) from its suppliers (hereinafter “**Supplier**”). Supplier shall be deemed to accept these General Terms by supplying any Goods and/or Services, unless specifically agreed otherwise in writing between Supplier and Buyer. These General Terms override any additional or deviating terms or conditions included in any order confirmation of Supplier or otherwise referred to by Supplier or Buyer, unless specifically agreed otherwise in writing.

2. Price and Payment

2.1 The applicable prices for the Goods and/or Services are as set out in the contract incorporating these General Terms.

2.2 The price for the Goods and/or Services shall be inclusive of any value added tax or any other goods/services tax (which shall be separately specified to Buyer) as well as all other taxes, customs, duties, charges, expenses, costs, fees or other monies payable with respect to the Goods and/or Services.

2.2 The price for the Goods shall be DDP Buyer’s premises (as per Incoterms), including all transportation costs, unless otherwise specifically agreed in writing. No increase in the price (whether on account of foreign exchange fluctuations, currency regulations, changes in duties or taxes, increase in the cost of raw materials, labor, energy, transport or otherwise) may be made without the prior written consent of Buyer.

2.3 If, during the business relationship, Supplier’s net prices to buyers situated similarly to Buyer for goods and services similar to those furnished to Buyer are reduced below those agreed by Supplier and Buyer, Supplier agrees to give Buyer the benefit of such reduction.

2.4 Supplier shall only be entitled to invoice for delivered and accepted Goods and Services. For the Services charged according to the amount of working time, Supplier shall submit time sheets to Buyer for approval as instructed by Buyer. Buyer is not obliged to pay an invoice which Buyer has not approved. Supplier shall submit all invoices in accordance with Buyer’s then-current invoicing requirements. Supplier shall use electronic invoicing if requested by Buyer.

2.5 Time for payment shall not be of the essence. Payments made by Buyer shall never imply a waiver by Buyer of any right it may have under these General Terms or by law or in equity. Buyer has the right to set off its receivables from Supplier against any invoice.

3. Term and Termination

3.1 The contract incorporating these General Terms shall remain in force until the Goods are delivered and/or the Services are performed to the satisfaction of Buyer, or until Buyer terminates the contract for convenience by providing 30 (thirty) days’ prior written notice to Supplier, whichever is earlier.

3.2 Buyer may immediately terminate the contract incorporating these General Terms by giving written notice to Supplier if (i) Supplier commits a material breach of any of its obligations or warranties under the contract and fails to cure, if curable, such breach within fifteen (15) calendar days after written notice (breach by Supplier of Article 8, 9, 10 or 12 of these General Terms is always a material breach); or (ii) any direct or indirect change in the ownership or control of Supplier occurs without Buyer’s prior written consent; or (iii) Supplier becomes, or is reasonably likely to become, involved in insolvency, bankruptcy or other similar proceedings due to Supplier’s insolvency or debt.

3.3 Upon termination, Supplier shall immediately cease to use any Confidential Information or Intellectual Property (as defined below) of Buyer and shall return to Buyer any documents in its possession or control which contain or record any Confidential Information or Intellectual Property of Buyer.

3.4 Supplier shall provide to Buyer reasonable cooperation and assistance in connection of termination, including but not limited to, providing support in the transition of the scope of supply to Buyer or another supplier.

4. Non-conformity

4.1 Without prejudice to other remedies available to Buyer, if any Goods and/or Services do not comply with the warranties or other provisions of these General Terms and/or the contract incorporating these General Terms, Buyer shall have the right to any one or more of the following remedies, whether or not it has accepted the Goods and/or Services: (i) require Supplier to promptly repair or replace all non-conforming Goods, or reperform or otherwise correct all non-conforming Services at Supplier’s sole risk and expense (subject to a renewed warranty as set in these General Terms); (ii) repair, replace or correct the non-conforming Goods and/or Services itself or have the same done by a third party at Supplier’s sole risk and expense; (iii) demand a price reduction for the non-conforming Goods and/or Services; (iv) cancel the purchase of the Goods and/or Services in question; and (v) refuse to accept any further deliveries of the Goods and/or Services.

4.2 Upon Buyer’s request, Supplier shall collect any rejected Goods within time period specified by Buyer. If Supplier fails to collect any rejected Goods as required, Buyer may arrange to return such Goods or dispose of them. If rejected Goods incorporate a trade name, trademark or logo designated by Buyer, Buyer may destroy such Goods or otherwise dispose of the Goods in its discretion. Supplier shall bear all risk of loss with respect to all non-conforming Goods and will promptly pay or reimburse all costs incurred by Buyer to return, store or dispose of any non-conforming Goods.

5. Delay

5.1 Supplier shall deliver the Goods and/or Services at the times and in the volumes specified in the Agreement. Time is of the essence with respect to delivery of the Goods and/or Services. Supplier shall promptly notify Buyer of any foreseeable delays, including the anticipated duration and impact of such delay (giving such notice will not limit Supplier’s liability for the delay). Supplier shall always use its best efforts to prevent or mitigate any delay. Advance, partial or excess deliveries are subject to Buyer’s prior written consent. The acceptance of late deliveries shall not constitute a waiver by Buyer of its right to cancel any purchases under these General Terms or to refuse to accept further deliveries.

5.2 Without prejudice to other remedies available to Buyer, if any part of the Goods and/or Services are delayed, Buyer shall have the right to any one or more of the following remedies: (i) demand Supplier to immediately deliver the Goods and/or Services at Supplier’s sole risk and expense within a time period specified by Buyer; (ii) demand a price reduction for delayed Goods and/or Services; (iii) cancel the delayed delivery; and (iv) refuse to accept any further deliveries of the Goods and/or Services.

6. Indemnity and Insurance

6.1 Supplier shall defend, indemnify and hold Buyer and its affiliates harmless from and against all liability, loss, costs and expenses (including attorneys’ fees and legal expenses), including but not limited to any loss of profits, loss of business, depletion of goodwill and special or consequential loss and damages (whether direct or indirect) suffered by Buyer as a result of or in connection with (i) a breach by Supplier of any representation, warranty, or covenant set out in these General Terms or any other contract terms governing the business relationship; (ii) non-compliance with applicable law and Huhtamaki Supplier Code of Conduct (as defined below) by Supplier; (iii) negligence or willful misconduct of Supplier; (iv) product liability; (v) environmental liability; (vi) Intellectual Property infringement; or (vii) otherwise arising pursuant to the business relationship between the parties.

6.2 Supplier shall obtain and keep commercial general liability insurance (including contractual liability) in effect during the business relationship at its own expense from carriers acceptable to Buyer. If requested by Buyer, Supplier shall name Buyer as additional insured under its general liability insurance. Supplier shall provide Buyer with certificates of insurance evidencing the above-required coverage at Buyer's request. Compliance with this insurance requirement shall in no way limit Supplier's obligations or liabilities under these General Terms.

7. Force Majeure

Neither party shall be liable for non-performance of its obligations if such non-performance is caused by fire, natural disasters, epidemic or pandemic, flood, riot, revolt, war, acts of governmental authority or events or circumstances beyond the reasonable control of the party affected but excluding strikes or industrial action (hereinafter a "**Force Majeure Event**"). A party cannot rely on force majeure for its non-performance when the negative effects of an event affecting the performance of the party can reasonably be resolved through the activation of contingency plans. The party affected by any Force Majeure Event shall immediately notify the other party and indicate the expected duration of such interruption. The parties will use their respective best endeavors to mitigate the effect of the Force Majeure Event. In the event the Force Majeure Event continues beyond a period of fourteen (14) days, Buyer shall have the right to terminate the contract incorporating these General Terms by written notice, without liability to Supplier.

8. Confidentiality

8.1 Supplier undertakes, during the term of the business relationship and five (5) years thereafter to keep in the strictest confidence all information received from or disclosed by Buyer or its affiliates pursuant to these General Terms (hereinafter "**Confidential Information**"), and to use the Confidential Information for the purposes of the business relationship only. Notwithstanding the foregoing, the obligations of non-use and non-disclosure of Buyer or its affiliates' trade secrets and manufacturing know-how shall not expire. Certain data does not qualify as Confidential Information if Supplier can verify, using written records, that the information (i) was accessible to the public when shared or became public without any breach of confidentiality by Supplier or its representatives; (ii) was already within Supplier's knowledge before the date of disclosure by Buyer, validated by current written documents; (iii) was developed independently by Supplier without any reliance upon Buyer's Confidential Information; or (iv) became available to Supplier from an external source, which was not known to be under any obligation to Buyer to maintain its confidentiality or was not restricted from sharing the data due to contractual or legal commitments.

8.2 Supplier shall not, without prior written consent of Buyer, disclose to any third parties that there exists any cooperation between the parties. Unless authorized by Buyer in writing, the names (trade or otherwise) of Buyer shall not be used in Supplier's advertising.

9. Intellectual Property

9.1 For the purposes of these General Terms, intellectual property means any and all patents, utility models, industrial designs, design rights, copyrights (including the right to amend, modify, develop and assign), trademarks, database rights, inventions, trade and company names, domain names, know-how, trade secrets and any other industrial or intellectual property right or protection of similar nature, including applications thereof (hereinafter "**Intellectual Property**").

9.2 Each party (or its third-party licensor, as applicable) retains ownership of all its respective Intellectual Property owned or possessed on the date of the contract incorporating these General Terms or which is independently created thereafter (hereinafter "**Pre-existing Intellectual Property**"). No rights to the party's Pre-existing Intellectual Property are granted by either party to the other party, unless otherwise explicitly agreed in the Contract incorporating these General Terms. However, if any Supplier's Pre-existing Intellectual Property is embedded in the Goods and/or Services, Supplier grants Buyer and its affiliates a royalty-free, fully paid up, non-exclusive, perpetual, worldwide, irrevocable, transferable and sub-licensable license which shall entitle Buyer to freely exploit (including without limitation the rights to modify, use, copy, distribute, disclose and prepare derivative works) Supplier's Pre-existing Intellectual Property to the extent necessary for use of the Goods and/or Services as intended.

9.3 All right, title and interest and all Intellectual Property in and to the deliverables resulting from the Services shall vest in and be the sole and exclusive property of Buyer without separate compensation to Supplier. Supplier shall execute any document or deed necessary to vest such Intellectual Property in Buyer.

10. Data Security and Privacy

10.1 Supplier shall implement appropriate organizational and technical measures to ensure proper privacy and cybersecurity protection relating to supply of Goods and/or Services under these General Terms. Supplier shall comply with Buyer's information security requirements communicated to Supplier from time to time.

10.2 Supplier shall comply with all applicable laws when processing personal data in connection with the supply of the Goods and/or Services under these General Terms or and/or for the purposes of business relationship. If required by mandatory laws, the Parties shall conclude a specific data processing agreement before Supplier is allowed to process any personal data on behalf of Buyer.

11. Audits

Supplier shall maintain a complete, accurate and up-to-date documentary record of all transactions entered into with Buyer in relation to the performance of the contract incorporating these General Terms. Supplier shall ensure that all documents, accounts, records and digital files are preserved for a minimum period as prescribed under applicable law after the expiration or termination of the business relationship. Buyer shall have the right to conduct an audit, at its cost, of Supplier's books or other records (both physical and digital) in relation to the business relationship and Supplier shall cooperate with Buyer during the audit.

12. Ethics and Compliance

12.1 Supplier shall comply with all applicable laws and regulations and Buyer's Code of Conduct for Suppliers (hereinafter "**Huhtamaki Supplier Code of Conduct**") available on Buyer's website at www.huhtamaki.com, as well as well best industry practices and standards.

12.2 Supplier represents and warrants on an on-going basis, and is fully liable for the consequences to Buyer 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.

12.3 Supplier shall ensure that the Goods and/or Services do not originate or otherwise come directly or indirectly from the Russian Federation. Buyer may refuse to accept deliveries or to stop any delivery in transit if Buyer has reason to suspect that the the Goods and/or Services originate or come from the Russian Federation.

12.4 Supplier shall ensure that Supplier's and its subcontractors' personnel are familiar and comply with Huhtamaki Supplier Code of Conduct and this Article 12.

13. Change of Scope

Buyer is entitled to change the volume and/or the quality of the Goods to be delivered or change the scope of Services by written notification to Supplier. If any change will affect the agreed price and/or delivery time, Supplier must, prior to proceeding with such change, notify Buyer in writing as soon as possible, but no later than three (3) business days after being informed of the change. If Supplier fails to reject such changes in writing, indicating its reasons, within three (3) business days of the notification, it will be considered as having accepted the change(s). If a change of scope entails cost savings for Supplier, Buyer must be informed and automatically credited accordingly.

14. Governing Law and Dispute Resolution

14.1 Unless specifically agreed otherwise in writing, these General Terms and the business relationship shall be governed by and construed in accordance with laws of the place of incorporation of Buyer, 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 business relationship.

14.2 Unless specifically agreed otherwise in writing, any dispute, controversy or claim arising out of or relating to these General Terms, or the business relationship (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 Buyer and shall be conducted in the English language. Regardless of the aforesaid, Buyer shall alternatively be entitled to assert its own claims against Supplier at the courts at Buyer's registered seat of business.

15. Miscellaneous

15.1 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. The parties agree to attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

15.2 Buyer shall be entitled to assign its rights and obligations under these terms to any of its affiliates or, in the event of a sale or merger of Buyer or part of Buyer, to any third party involved in that sale or merger. Supplier shall not transfer, assign, sub-contract its obligations to any third party without Buyer's prior written consent. If Buyer consents to the sub-contracting or assignment by Supplier of its obligations, Supplier shall remain responsible for the performance of its contractual obligations and ensure compliance of the contract incorporating these General Terms by the sub-contractor and/or assignee.

15.3 No failure by either party to enforce the performance of any provision in these General Terms shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

15.4 Nothing in these General Terms shall be construed as creating an employment relationship, a partnership or a joint venture between the parties.

15.5 The rights and remedies provided by these General Terms are cumulative and are not exclusive of any rights or remedies provided by law.

15.6 Expiry, termination or cancellation of the contract incorporating the General Terms shall not affect any right or obligation, which expressly or by its nature survives such expiry, termination or cancellation, including but not limited to representations, warranties, indemnity, confidentiality obligations, obligations with respect to Intellectual Property and other accrued rights.

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

ADDITIONAL PROVISIONS APPLICABLE TO GOODS

16. Warranties

16.1 Supplier warrants that the Goods, including the packaging and labelling, are:

- (i) in compliance with all specifications, data sheets, representations, descriptions, proposals, advertisement and promotional materials, approved samples, drawings, standards, and designs furnished to or by Buyer;
- (ii) free from any defects in design, materials and workmanship;
- (iii) equal to any certificate and/or analysis and/or conformance provided, requested or confirmed by Buyer;
- (iv) merchantable and fit for the purpose for which they are purchased by Buyer;
- (v) in conformity to all applicable laws, orders, regulations and standards (including those applicable to food or food packaging) in countries where the Goods or products incorporating the Goods are manufactured, are to be delivered and the place of final destination as communicated by Buyer;
- (vi) free of all liens, claims and encumbrances whatsoever and not infringing any (Intellectual Property) rights of third parties.

16.2 Supplier shall not amend, vary or modify the specifications and the production processes (including the place of production, raw materials, ingredients and components used for the manufacture of the Goods) without Buyer's prior written approval.

16.3 Unless otherwise agreed in writing between Buyer and Supplier, the warranty period during which the foregoing warranties apply shall be the longest period of: (i) two (2) years from the date of delivery; or (ii) the warranty period provided by applicable law in the country of incorporation of Buyer.

17. Production Location and Quality Control

17.1 Supplier shall submit to Buyer, at Supplier's expense, samples of the Goods and of the material used in the preparation of the Goods in accordance with such instructions as reasonably requested in writing from time to time by Buyer. Supplier agrees to supply the Goods only through its manufacturing facilities approved by Buyer. Supplier shall permit Buyer and its representatives to enter, inspect and audit, during Supplier's normal working hours, the plant facilities, equipment and methods used by Supplier in the preparation, production, packaging, storage and handling of the Goods, and shall take all reasonable steps necessary to implement any reasonable requirements of Buyer. Buyer shall have the right, but not the obligation, to inspect the Goods following delivery to verify their conformity with the specifications and these General Terms. Should Buyer identify any non-conformity, Buyer may seek appropriate recourse under these General Terms or under law, at Supplier's expense. Notwithstanding any other provisions in this Article 17, Supplier shall at all times remain solely responsible for quality control with respect to the Goods.

17.2 At the time of shipment of the Goods to Buyer, Supplier shall send to Buyer's quality control department at Buyer's receiving facility, or such other location as Buyer may designate, the certificate of analysis of each shipment of Goods. Supplier shall retain a sample from each delivery of the Goods for not less than two (2) years. Furthermore, production or batch records identifying lots of raw materials used in the manufacture of a batch of the Goods shall be retained by Supplier for not less than two (2) years.

18. Forecasting

For planning purposes only, Buyer may forward regular non-binding forecasts of requirements to Supplier. Buyer shall have no liability whatsoever to Supplier in the event the quantities actually purchased deviate from any forecast.

19. Molds and Print Origination

Unless otherwise agreed, the molds, dies, patterns, blueprints, equipment and print origination and other tools and instruments (hereinafter “**Huhtamaki Tools**”) furnished or paid by Buyer and used for the manufacturing of the Goods shall be owned by Buyer. Supplier shall never use Huhtamaki Tools for any supplies to third parties. Huhtamaki Tools shall be under Supplier’s control and any damage or loss incurred to Huhtamaki Tools shall be duly compensated to Buyer by Supplier. Supplier shall insure Buyer’s interest in Huhtamaki Tools against all risks of theft, loss or damage. Upon termination of the business relationship, Supplier shall return Huhtamaki Tools without delay to Buyer at Supplier’s cost.

20. Title, Delivery and Risk of Loss

20.1 Supplier warrants that (i) it has the right to sell the Goods and has a valid title to the Goods; and (ii) Buyer will acquire the unencumbered title to any and all the Goods delivered to Buyer by or on behalf of Supplier. Title to the Goods shall pass to Buyer upon the earlier of (i) the date of delivery of the Goods in accordance with the applicable delivery term ; or (ii) the date the payment is made to Supplier.

20.2 If the contract incorporating these General Terms does not specify trade terms as defined in Incoterms, the Goods shall be delivered DDP Buyer’s premises, and Supplier shall bear all risks of loss of or damage to the Goods until the Goods have been placed at Buyer’s disposal at Buyer’s premises. Trade terms shall be interpreted in accordance with Incoterms latest edition.

20.3 The Goods shall be packed and marked in accordance with Buyer’s instructions and applicable law and always be packed as to have the necessary protection to prevent damage to the Goods during the transportation.

20.4 Time shall be of the essence in the business relationship. Supplier shall notify Buyer in writing immediately if it becomes aware that it will be unable to deliver the Goods on the due date or within the agreed time. The acceptance of late deliveries shall not constitute a waiver by Buyer of its right to cancel an order or to refuse to accept further deliveries.

ADDITIONAL PROVISIONS APPLICABLE TO SERVICES

21. Warranties

21.1 Supplier warrants that all Services are:

- (i) in accordance with the scope, requirements and specifications agreed between the parties;
- (ii) in accordance with these General Terms and the contract incorporating these General Terms, including any service levels and agreed timetables;
- (iii) provided in a high professional and workmanlike manner by appropriately qualified, skilled and experienced personnel;
- (iv) in accordance with Buyer’s conditions, drawings, samples, business needs and/or other data provided by Buyer;
- (v) suitable for the purpose for which the contract incorporating these General Terms was concluded and in line with Buyer’s reasonable expectations relating to the intended use, characteristics and/or reliability of the Services;
- (vi) meeting or exceeding the market standard service levels for the type of Services for which service levels are set;
- (vii) free of all liens, claims and encumbrances whatsoever and not infringing any (Intellectual Property) rights of third parties;
- (viii) compliant with all applicable laws, policies and standards.

21.2 Unless otherwise agreed in writing between Buyer and Supplier, the warranty period during which the foregoing warranties apply shall be the longest period of: (i) two (2) years from the date of Buyer’s acceptance of the Services in question; or (ii) the warranty period provided by applicable law in the country of incorporation of Buyer.

21.3 If the Services involves Supplier handling goods or equipment belonging to Buyer, Supplier agrees that Buyer will retain the title to the goods or equipment handled by Supplier while under Supplier’s custody or control. Supplier shall bear the risk of loss or damage of such goods or equipment while in its custody.

21.3 Performance of the Services shall be deemed completed when Buyer provides written acceptance thereof. The acceptance of the Services and/or payment by Buyer does not release Supplier of its obligations and liabilities under these General Terms.

22. Supplier’s Personnel

22.1 Supplier shall reserve sufficient resources for proper and timely supply of the Services. Supplier shall be solely responsible for its personnel and subcontractors, including supervision of the work. Supplier shall ensure all of its personnel and subcontractors comply with all applicable laws relating to health and safety. Supplier shall acquaint itself with the working conditions at the place where the Services are provided and ensure that its personnel and subcontractors are informed of and comply with any safety regulations and instructions of Buyer in force at the place where the Services are performed. If Buyer considers that any Supplier personnel are not adhering to any safety regulations and instructions of Buyer or any other requirements of these General Terms, Buyer may require Supplier to remove such personnel from Buyer’s premises.

22.2 If an employee, former employee or other person working for Supplier or its sub-contractor becomes or claims to be an employee of Buyer by operation of law or otherwise, Supplier shall indemnify Buyer and its Affiliates in full against all losses and costs arising from such event.

SPECIAL PROVISIONS IN CERTAIN JURISDICTIONS: Equal Employment Opportunity in the U.S.

EEO/AA for United States. Huhtamaki, Inc. is an affirmative action / equal opportunity employer and complies with: 41 CFR 60-741.5 (**This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities**); 41 CFR 60-300.5(a) (**This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans**); and 29 CFR Part 471, Appendix A to Subpart A (employee notice clause).