

TO BUSINESS CUSTOMERS**1 Scope**

These general terms of sale ("Terms") shall apply to all sales of products manufactured by or for or otherwise offered for sale ("Products") by Oy Roberts Ab, VAT number FI26372697, Registration Number at Finnish Trade Register 2637269-7, domiciled in Turku, Finland at the address: Inkilänkatu 3, 20300 Turku, Finland ("Roberts") to its business customers outside Finland ("Buyer"), unless explicitly otherwise set forth in the written offer or order confirmation given by Roberts or otherwise agreed in writing by the parties.

2 Conclusion of Contract

Any offer made by Roberts, is valid for thirty (30) days from the date of the offer unless the offer provides for a specific validity date. If the parties have separately agreed so Roberts will confirm the orders placed by the Buyer without undue delay. The sales contract is concluded and binding between the parties upon the earlier of the following;

- i) Roberts has accepted the Buyer's order in writing (order confirmation); or
- ii) Roberts has received Buyer's written acceptance for its offer; or
- iii) Roberts has delivered the Products ordered by the Buyer in writing.

3 Products

3.1 The Products shall meet the product specifications specified by Roberts or agreed by the parties in writing. Roberts shall continuously monitor and measure the manufacturing process and quality of the Products ensuring also the traceability of the Products and shall comply with FSSC 22000 quality standard.

3.2 Roberts will comply with the applicable EU level and Finnish legislation. Buyer is responsible for complying with the applicable legislation in the country where it intends to sell or use the Products. Buyer is responsible for ensuring the traceability of the Products throughout its supply chain.

3.3 Each Product is packed on standard packaging which contain the standard labeling and markings specified by Roberts unless otherwise agreed in writing with the Buyer. Buyer is responsible at its cost to ensure that the packaging, labeling and markings of the Products comply with the requirements set in the country where the Buyer intends to sell or use the Products.

3.4 Roberts will pack the Products for transportation in accordance with its standard practice.

4 Prices and Credit Limit

4.1 All prices are net prices and in euros. The prices do not include any taxes, duties, charges or fees, which shall all be borne and paid by Customer. The Buyer shall promptly inform Roberts its valid VAT number and any changes to it. Roberts will charge the applicable taxes in addition to the price in accordance with the applicable legislation and any penalties, charges and interest Roberts may have incurred due to incorrect information provided by the Buyer.

4.2 Any addition to or alteration of the ordered Products by the Buyer after the sales contract is concluded will be charged separately from the Buyer.

4.3 In case the given pricing are based on certain purchase volumes indicated by the Buyer and the Buyer has not procured the indicated volumes Roberts has the right to charge from the Buyer at its discretion a) the difference between the list price of the Product and the offered price for the Product multiplied by the actual volume purchased; or b) additional charge of maximum 25 % of the price for the actual purchase volume of Products.

5 Payment

5.1 Buyer shall pay all purchases in advance unless otherwise agreed with Roberts in writing.

5.2 Payment is effected when received irrevocably to the bank account of Roberts. Buyer is not entitled to deduct any amounts due and payable to Roberts whether by set-off or otherwise without the prior written consent of Roberts.

5.3 The late payment interest is an annual interest of eight (8) per centage points over the reference rate published by the European Central Bank on the due date, which interest shall accrue on a daily basis from the date payment has become overdue until Roberts irrevocably receives payment of the overdue amount. In addition to the late payment interest, Roberts shall be entitled to reasonable collection costs.

5.4 Roberts has the right to require an advance payment or a security to be deposited for the payment of the purchase price. Roberts is not obliged to deliver and may withhold delivery of any Product(s) or cancel the sales contract in question, if: (i) Buyer's debts exceed the value of an agreed security, (ii) Buyer's debts exceed the credit limit set by Roberts or (iii) Buyer is in delay with any payment.

5.6 Title to the Products will transfer to Buyer upon full payment of Products.

6 Delivery

6.1 Lead times for the Products are as communicated by Roberts from time to time. Roberts may set minimum order quantities. The delivery term is FCA Roberts' manufacturing facility or distribution center as designated by Roberts (Incoterms 2010) unless otherwise stated in the order confirmation.

6.2 Date of delivery is indicated in the offer or order confirmation as accurately as possible. However, delivery times specified are estimates only and Roberts is not liable for any loss or damage incurred by the Buyer due to delay in delivery. Roberts shall promptly inform the Buyer in writing of any expected delay in the delivery, the reasons and effects thereof as well as the estimated new delivery time if possible.

6.3 If the Buyer has failed to fulfill its obligations in taking and accepting the delivery, or has in any other way delayed the delivery, e.g. by alteration of the order, Roberts is entitled to charge the additional costs it has incurred from the Buyer and reasonably extend the time of delivery or to cancel the sales contract.

7 Intellectual Property Rights

7.1 The trademarks, trade names, service marks, brands, logos, symbols and other proprietary designations ("Trademarks") of Roberts and any other intellectual or industrial property rights in or related to the Products and other material produced or prepared by Roberts, shall remain the sole property of Roberts. Roberts is the owner of any and all rights to any modification, derivative works or customization of the Products unless otherwise agreed in writing. Buyer agrees not to make any modifications to the Products without the prior written consent of Roberts.

7.2 Buyer's use of any Roberts' Trademarks is in each case subject to Roberts' prior written approval and trademark guidelines and instructions. Buyer agrees to refrain from any action that would interfere with or diminish Roberts' right, title or interest to the Trademarks. Buyer will include in all printed material and any other media, in which any of the Roberts' Trademarks may appear, a legend that Roberts' Trademarks are proprietary to Roberts. Buyer agrees to market the Products disclosing Roberts as the manufacturer. Buyer waives in favor of Roberts all rights in any Roberts' Trademark and agrees not to obtain any registration thereof in any country.

7.3 The Buyer undertakes not to disclose to any other party or use confidential information and material disclosed by Roberts to Buyer for its own benefit or for the benefit of others or for any other purpose than for the purpose of the parties' business relationship.

7.4 Printing films, plates, and other prepress material provided by the Buyer or prepared by Roberts at the Buyer's request and cost will belong to Buyer. Roberts may destroy at Buyer's cost any Buyer specific material in Roberts' possession if such material remains unused in stock for longer than 6 months from the date Roberts has requested the Buyer to collect such material.

8 Inspection of shipment and defects

8.1 All Products are disposables and any warranties or conditions (whether express or implied) as to the quality, condition, description, compliance with sample, or fitness for purpose (whether statutory or

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Effective as of 1st of February 2015

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otherwise) other than those expressly set out in these Terms are excluded. Buyer must examine and inspect the Products upon receipt of the shipment and Buyer's acceptance of the shipment will be deemed to occur on the expiry of ten (10) days of the receipt of shipment.

8.2 Buyer will promptly and properly report to Roberts any discrepancies the Buyer discovers in the shipment of Products and will follow any instructions given by Roberts. Any return of Products is subject to Roberts's prior written acceptance.

8.3 Roberts' liability for any defect of the Products is limited to, as determined by Roberts, price reduction or replacement of the Products by Roberts, provided that a) notification of defective Products is given to Roberts in writing within the period reserved for inspection of shipment, and b) on Roberts' request and instruction the defective Products are promptly returned to Roberts. Roberts is responsible for the transportation costs when delivering replacement Products to the Buyer, provided that the returned Products have been found defective by Roberts.

8.4 In case Roberts initiates or the appropriate authority has ordered a Product recall due to defective Products, Roberts will bear the costs for the measures required for the recall up to the amount of its insurance coverage. Buyer shall co-operate reasonably with Roberts for such a recall.

8.5 Roberts has no other or greater liability for defects in Products than defined in this Clause 8.

9 Indemnity

9.1 Subject to the conditions and limitations set forth in this Clause 9, Roberts will at its sole option defend or settle at its expense any claim, demand or suit against the Buyer arising out of or alleging that i) the Product infringes a trademark or misappropriates trade secrets of a third party; or ii) the Product has caused personal injury in accordance with the applicable product liability legislation ("Claim").

9.2 Roberts will indemnify and hold harmless Buyer from damages, costs, and attorneys' fees, if any, finally awarded in such a Claim or the amount of the Roberts approved settlement, provided that (i) Roberts is promptly notified in writing of a Claim, (ii) Roberts will have the sole control of the defense and/or settlement thereof, and (iii) Buyer furnishes to Roberts on request, all relevant information available to Buyer and reasonable cooperation for such defense. The foregoing will be the sole obligation of Roberts and the exclusive remedy of Buyer with respect to any Claims. Buyer must not admit or settle any such Claim without the prior written consent of Roberts.

9.3 Roberts' indemnity obligation will not apply in the event that a Claim arises out of or results from: (i) specifications by the Buyer or customization of Products made specifically for the Buyer including applying Buyer's Trademarks on the Products, (ii) acts or omissions of Buyer (iii) unauthorized modification of the Products; (iv) using Products for any use other than for which they are intended. Buyer will indemnify and hold Roberts harmless from damages, costs and attorneys' fees in case a claim, demand or suit is attributable to any of the foregoing.

10 Force Majeure

10.1 Neither party will be liable (other than in respect of any payment obligations) for any failure to perform its obligations where the failure arises from an event beyond the reasonable control of the party concerned (a "Force Majeure Event"). Such causes may include, but are not limited to, acts of God or of a public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, lock-outs, industrial disputes, riots or civil commotion, acts of terror or specific threats of terrorist activity, transportation or energy shortages, freight embargoes, power failures, unforeseen shortages of raw material and production constraints or failure of the postal system.

10.2 Each party will inform the other of any Force Majeure Event within a reasonable period of time following its occurrence. In the above instances, time for performance will be extended for the period of the delay, provided that either party may cancel in writing the

undelivered portion of the delayed sales contract if the delay exceeds ninety (90) days from the agreed delivery date.

11 Limitation of Liability

11.1 Nothing in these Terms or sales contract excludes either party's liability for death or personal injury resulting from negligence, fraud or willful misconduct, to pay sums properly due and owing to the other or for any liability which cannot be excluded or limited under applicable law.

11.2 Except for Clause 11.1, Roberts does not assume any liability under or in relation to these Terms, sales contract or their subject matter (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason) for any: (i) loss of profits; (ii) loss of sales; (iii) loss of turnover; (iv) loss of or damage to business; (v) loss of or damage to reputation; (vi) loss of contracts; (vii) loss of customers; (viii) wasted management or other staff time; (ix) losses or liabilities under or in relation to any other contract; or (x) any indirect, punitive (including, without limitation, willful infringement), incidental, special or consequential loss or damage.

11.3 Except for Clause 8.4, 9, 11.1 and subject to Clause 11.2, Roberts' total liability arising from or in connection with the sale of the Products to Buyer (whether the liability arises because of breach of contract, negligence or for any other reason) will be limited to the price paid by Buyer for the specific Products giving rise to such liability.

12 Termination of Sales Contract

12.1 Roberts may, without affecting its other rights or remedies, terminate any sales contract made under these Terms immediately by written notice to the Buyer if:

- i) the Buyer becomes subject to bankruptcy, composition, insolvency administration, administrative receivership or other similar proceedings; or
- ii) the Buyer is in material breach of these Terms or sales contract and fails to cure such breach (if the breach can be cured) within thirty (30) days following the written notice from Roberts.

12.2 Roberts is entitled to charge from the Buyer the costs and expenses for all materials, work and other items (whether direct or indirect) incurred in connection with terminated sales contract.

13 Governing Law and Dispute Resolution

13.1 These Terms and all sales contracts and deliveries hereunder shall be governed by, and construed in accordance with the laws of Finland, excluding, the Vienna Convention of the International Sales of Goods ("CISG").

13.2 Any dispute or controversy arising out of or relating to these Terms, sales contracts or deliveries thereunder shall be referred to and be determined by arbitration in accordance with the Rules for Expedited Arbitration of the Finnish Central Chamber of Commerce. The arbitration shall be held in Turku, Finland and the arbitration proceedings shall be conducted in English. Notwithstanding the foregoing Roberts shall, at its discretion, have the right to initiate legal proceedings against the Buyer in any competent court of law for the purposes of collecting any unpaid and undisputed receivables.

14 Miscellaneous

14.1 If any provision of these Terms is held for any reason to be ineffective or unenforceable, this will not affect the validity or enforceability of any other provision of the Terms or the sales contract as a whole.

14.2 No waiver is effective unless in writing in each separate case and signed by both parties. However any claims under these Terms and sales contract shall be made in writing promptly and no later than within two (2) months from the claiming party becoming aware of the event giving rise to the claim. In the event the claiming party has not notified the claim within the above mentioned period the claiming party shall be deemed having waived its right to claim.