

## General Purchase and Payment Conditions of Eckes-Granini Finland Oy Ab

### 1. Scope

1.1 The following general terms and conditions ("GPPC") shall apply to all - also future - service agreements, purchase agreements, supply agreements, orders and the execution thereof of the Eckes-Granini Finland Oy Ab. ("Eckes-Granini Finland"), unless provided for otherwise in writing. These GPPC's shall apply to all those agreements to the extent that the GPPC's are appended to the agreement, the order or any inquiry, order confirmation or any other corresponding documents or electronic records relating to the goods/services set forth herein. These GPPC's also apply to the extent that they are referred to in such documents or electronic records by reference and form therefore an integral part of those documents. Any Supplier's terms and conditions that deviate from these GPPC's shall only apply and be valid if the Ordering Party notifies the Supplier in writing of its express approval of the Supplier's terms and conditions.

1.2 Eckes-Granini Finland is hereinafter referred to "we" or "us" or "Ordering Party".

1.3 "Supplier" means any natural or legal entity that concludes an agreement with a company of Eckes-Granini Finland for the sale of goods/products or the rendering of services to the Ordering Party.

1.4 The Term "in writing" or "written form" means a separate document being signed by hand or by electronic form through the use of an electronic signature (according to eIDAS-Regulation), unless expressly provided otherwise.

1.5 "Agreement" means an agreement or undertaking or a confirmed order between the Ordering Party and Supplier concerning the goods or services, including without limitation, these GPPC's and any other of its appendices. The Agreement is considered to become in force and effect once (i) both parties have duly signed the Agreement, (ii) the Ordering Party has accepted the Supplier's offer in writing, (iii) the Supplier has accepted the Ordering Party's order in writing, or (iv) if Supplier has commenced the actual fulfillment of the Ordering Party's order, whichever occurs first.

### 2. Agreements, Orders

2.1 All Agreements entered into between us and the Supplier shall be made in writing; the same applies to all orders. Amendments and supplements to an Agreement as well as all legally relevant declarations associated to an Agreement and declarations on the exercise of rights, in particular notices of termination, reminders or setting of deadlines, must be done in writing. This also applies to the waiver of the written form requirement.

The written form requirement may also be fulfilled – unless expressly provided otherwise in the relevant contractual document or excluded by law - by electronic form through the use of an electronic signature (according to eIDAS-Regulation), provided that this is done by means of electronic contracting procedures provided on behalf of Eckes-Granini Finland or agreed with Eckes-Granini Finland (e.g. via Docusign). Unilateral declarations made by email or provided with an electronic signature and transmitted to Eckes-Granini Finland shall not - even in the context of existing business relations - acquire legally binding character by mere silence; those unilateral declarations become binding only if they are confirmed in writing, by electronic signature or email by Eckes-Granini Finland.

2.2 Orders under Agreements between a company of the Eckes-Granini Finland and the Supplier can be placed either by

the direct contract partner within the Eckes-Granini Finland, which then will also be the debtor for all pecuniary claims of the Supplier connected to the respective order.

### 3. Order Confirmation, Documents

3.1 The acceptance of an order shall be confirmed in writing without undue delay and in any event no later than within five (5) working days from the order towards the Ordering Party. For this purpose the order confirmation, which is attached to the order, shall be signed (or by electronic signature) with the proper corporate details, and shall be returned to the Ordering Party.

3.2 In case the order confirmation deviates from the order, an Agreement becomes only legally effective when the Ordering Party was expressly advised of this deviation and has given its explicit written consent to it.

3.3 We reserve all rights, particularly the copyright and the title to all samples, materials and documents including but not limited to pictures, drawings, calculations, and other documents provided by us; these samples, materials and documents shall not be made accessible to any third person. These samples, materials and documents may only be used for manufacturing purposes in connection with the order placed by us, and shall be kept confidential, clause 11 applies additionally.

### 4. Delivery and Service Time

4.1 The time of delivery of the goods or services stated in the respective Agreement or order shall be legally binding. For the timeliness of delivery, it depends on the receipt at the respective place of receipt designated in the respective Agreement or order, for the timeliness of service it depends on the approval.

4.2 The Supplier is obliged to inform us promptly if any circumstances occur or become recognizable which prevent the Supplier from keeping the fixed or agreed delivery date.

4.3 In case of a delay of delivery of goods/services all statutory claims are reserved. In particular, we are entitled to withdraw from the order or the Agreement in total and to claim damages in lieu of delivery following reasonable notice. In case we request the payment of damages, the Supplier shall have the right to provide evidence that he is not responsible for his breach of duty.

4.4 If a contractual penalty has been agreed upon for delayed deliveries of goods/services, such penalty is also due if the delayed delivery of goods/services has been accepted without any reservation.

### 5. Place of Performance, Shipping, Transfer of Risk and Ownership

5.1 The place of performance with regard to all obligations of the Supplier shall be the respective place of receipt designated in the respective Agreement or order.

5.2 The place of performance with regard to the payment shall be the place of the Ordering Party.

5.3 Unless otherwise agreed upon in writing, the Supplier shall be obliged to make deliveries of goods/services with carriage prepaid (INCOTERMS 2020 DDP TURKU). The risk with regard to the accidental destruction or the accidental deterioration of the goods shall always be borne by the Supplier until the delivery has been made at the agreed place of delivery, regardless of whether delivery with carriage prepaid was agreed upon or not. For services, the risk shall always be borne by the Supplier until the approval/acceptance of the Ordering Party for the delivery of the services.

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5.4 Ownership to the goods transfers upon delivery at the place of performance within the meaning of clause 5.1 to the Ordering Party, without prejudice to any rights of Eckes-Granini Finland. Any extended, expanded or other retention of title is expressly disclaimed.

## **6. Liability and Notice of Defects**

6.1 The Supplier guarantees that the delivered goods / services conform to the specifications made in the respective Agreement with regard to their quality and function. We are obliged to inspect the goods delivered / service approved and to object to defects and/or differences in quantity, quality and functional deviation within a reasonable time period; the objection shall be deemed to be made in due time if the notification thereof is received by the Supplier within five (5) working days following the delivery of the goods/approval of the service, in case of hidden damages within five (5) working days after detection.

6.2 In case there is a defect or the goods / service does not conform with the agreed specifications under the respective Agreement, we may claim all statutory warranty claims without any deductions; we are particularly entitled to demand at our option the removal of defects or the delivery of new goods / performance of new service fully complying with the requirements set forth in the Agreement. The same shall apply accordingly for all cases of latent defects (defects limited to visual deviations not affecting the bottled content); for the sake of clarity, visual defects on the packaging materials (e.g. pre-forms / caps etc.) shall be deemed as a defect according to applicable law.

The right to withdraw from or rescind the order or the Agreement in its entirety and to claim damages shall remain unaffected. Apart from that, the statutory provisions shall apply.

6.3 Unless longer periods apply due to deviating individual agreements, statutory provisions or other regulations, the limitation period for all warranty and guarantee claims shall be thirty-six (36) months from delivery / acceptance approval.

6.4 In addition, the Supplier shall indemnify us from all claims of business or private recipients of our products which such individuals sustain following a use of our products in accordance with the regulations, for its intended purpose or in a foreseeable manner and which are based on a defect, deficiency or another condition of the goods / services contrary to the use agreed upon and/or based on a violation of the duties of care, control or supervision imposed on the Supplier.

6.5 The Supplier ensures that it holds and shall maintain in full force and effect at all times during the term of the respective Agreement a valid and adequate insurance that covers any and all liabilities that may arise in connection with the respective Agreement (particularly but not only for product liabilities) at its own expenses. Before an Agreement is concluded and at the beginning of each calendar year the Supplier will provide evidence of such coverage to Eckes-Granini Finland unrequestedly.

## **7. Protection of Intellectual Property Rights**

7.1 The Supplier guarantees that third parties' rights will not be violated or infringed in connection with the delivery or the use of the goods or the services and that no third party has any ownership, pledge or other right to the goods or the services.

7.2 In case third parties claim damages because of a violation of their rights, the Supplier shall indemnify and hold us harmless upon first written request from all those claims. We are not authorized to make any agreements, in particular settlements, with the third party without the consent of the Supplier.

7.3 The obligation of the Supplier to indemnify us refers to all costs which result necessarily of or in connection with the claim of the third party.

## **8. Accounting and Payment**

8.1 The invoice shall be submitted to the accounting department of the Ordering Party preferably by E-Mail or E-Invoice and shall be submitted separately from the delivery of the goods/services and earliest after goods/services receipt and approval by the Ordering Party. The related Ordering Party is indicated on the letterhead of the (purchase) order.

8.2 Only valid and correct invoices will be eligible for payment. Invoices shall exclusively be deemed eligible for payment

provided that (i) they specify properly invoice date and invoice number, total invoice value, name and address of the Supplier, VAT number of the Supplier, correct description of the delivered goods/services, our product/material code (if applicable), unit price of goods/services and quantity of goods/services and unit of measure, currency, (ii) they bear the correct and relevant reference or purchase order number and the date of the order by Eckes-Granini Finland and (iii) they are sent to the correct invoicing address, which is the address of the Ordering Party as specified in the order or respective Agreement. Invoices which do not meet these requirements will be returned for re-issuance and may lead to payment delays. We will bear no responsibility for payment delays due to incorrect invoicing. Baseline date for the returned invoice will be the date of receipt of the new/corrected invoice.

8.3 Unless explicitly agreed upon otherwise, payment terms shall commence from the invoice baseline date. The invoice baseline date is considered to be the goods/services receipt date or invoice receipt date, whichever is the latter. Unless explicitly agreed upon otherwise, payments will be made net within 30 days after such dates. Unless otherwise agreed upon in writing, payments shall be made by means of payment or currency in our discretion.

8.4 Payments are made subject to the examination of the basis and amount of the invoice outstanding and payments shall have no influence whatsoever on the liability and warranty of the Supplier.

8.5 For security reasons, each new Supplier shall provide Eckes-Granini Finland with written confirmation by mail or fax from its account-holding credit institution that the account details provided are correct. The same applies to cases of change of name and to any changes in account details. A confirmation by email will be rejected due to lack of sufficient security for the commencement of payment transactions.

## **9. Assignment of Claims**

Claims or receivables of the Supplier may only be assigned with our prior written consent. We may only refuse to grant our consent if good cause exists, particularly, if we have counterclaims or objections which may reduce the claim. We shall be entitled to offset all claims - irrespective of the legal transaction on which they are based - of the Eckes-Granini Finland against claims of the Supplier. This shall also apply with regard to claims of the Supplier against us and to our own claims against the Supplier against claims of the Supplier against the Eckes-Granini Finland.

## **10. Force Majeure**

In case of force majeure (for example natural disasters, war, mobilization, civil disorders, pandemics) we may withdraw from the Agreement or request performance at a later date with regard to deliveries of the Supplier not yet performed and with regard to our consideration, without any claims of the Supplier resulting thereof.

## **11. Confidentiality and Naming for reference purposes**

11.1 All information and documents the Supplier has received from us, including the drawings prepared by the Supplier based on our instruction, shall not be made available to third parties and shall be returned immediately to us upon our request. Furthermore, the Supplier shall keep confidential all business information received in connection with the order including the fact that an order was placed. This duty of confidentiality shall apply even after the performance or termination of the Agreement.

11.2 Supplier is not permitted to name Eckes-Granini Finland publicly as its contract partner or to use the business relation to Eckes-Granini Finland for reference purposes unless Eckes-Granini Finland has granted a suitable permission for this in writing in advance.

11.3 Supplier shall keep all information exchanged in the run up or in the course of the cooperation with Eckes-Granini Finland strictly confidential. Subject to those confidentiality obligations are in particular business secrets, company secrets and /or matters designated as confidential, as well as samples, prototypes, recipes, formulations, market data, consumer data and studies, information on and knowledge of fundamental principles, working methods, manufacturing, machine-

generated data from production processes, new developments (incl. new designs), improvements and other details, also of a verbal nature, including all documents, material, data and articles.

Supplier shall not (nor direct a third party to) attempt to analyze or split up its components, reverse engineer, deconstruct, decompile or otherwise undertake to ascertain the makeup, formula, composition, ingredients or any other aspect of any models or samples provided by Eckes-Granini Finland and entities belonging to Eckes-Granini Finland in any manner. The attempt and the execution of a reverse engineering is strictly prohibited and will be considered as a substantial breach of the Agreement.

## **12. Communication of public product information**

12.1. In the case of a product recall or a mere possibility that a product recall could be necessary, solely and exclusively Eckes-Granini Finland has the right to inform and communicate this matter to the public. The same applies for the correspondence with public authorities or third parties in the course of a product recall or the mere possibility of a product recall.

12.2. A violation of the aforementioned provision is considered as a substantial breach of the Agreement and results in damage claims by Eckes-Granini Finland

## **13. Labour rights**

13.1 Eckes-Granini Finland respects the fundamental rights protected by conventions of the International Labor Organization. The Supplier is expected to respect the same rights and, at minimum, the Supplier guarantees and warrants to Eckes-Granini Finland that Supplier shall at all times:

- (i) adhere to applicable laws regarding working hours, minimum wages, overtime, sufficient breaks, and rest time, sick leave, and annual holidays, as well as parental leave and mandatory benefits (e.g. social security);
- (ii) ensure that all employees are made aware of the key terms of their employment prior to commitment to work;
- (iii) not employ workers younger than 15 years of age and protect workers of ages 15 - 17 from work which is likely to harm their health or safety;
- (iv) not use any compulsory or forced labour;
- (v) provide equal opportunity and treatment in employment without regard to race, color, religion, sex, political opinion, social origin or any other similar distinction which is not based on the essential requirements of the work;

(vi) not tolerate any harassment of its employees, whether direct or indirect, physical or verbal;

(vii) respect employees' right to organize freely and bargain collectively; and

(viii) ensure that appropriate health and safety information and equipment is made available to its employees.

13.2 In the event of any infringement of the aforesaid provisions on labour rights by the Supplier, Eckes-Granini Finland is entitled to terminate the Agreement with immediate effect and without any pecuniary compensation.

13.3 The Supplier undertakes to indemnify Eckes-Granini Finland for any fines, losses, costs, damages or claims of third parties incurred by Eckes-Granini Finland as a consequence of an infringement of the aforesaid provisions on labour rights. Furthermore the Supplier undertakes to assign claims against third parties to Eckes-Granini Finland that result of an infringement of the aforesaid provisions on labour rights.

## **14. Miscellaneous**

14.1 Amendments and supplements to the Agreement are only valid if authorized representatives of both parties have approved them in writing.

14.2 A waiver by a party concerning the other party's breach of the Agreement shall not be construed as a waiver of subsequent breaches against the same or other terms of the Agreement.

14.3 All notifications or consents relating to the Agreement shall be made in writing in the English or Finnish language to a contact person nominated by each party by email or another mutually agreed manner in accordance with the contact details given by such party.

14.4 Should any provision of these GPPC's or the respective Agreement be or become invalid, in whole or in part, then the validity of the remaining provisions or parts thereof will not be affected thereby.

14.5 The Agreement, including its appendices, shall be governed and construed in accordance with the laws of Finland, excluding its choice of laws provisions and the provisions of the UN Convention on the International Sale of Goods (CISG).

14.6 Any dispute or controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof shall be settled, in first instance, at the District Court of Varsinais-Suomi. The language of the proceedings shall be Finnish.