

**NORDIC SOYA OY'S GENERAL SALES AND SUPPLY TERMS  
1/2019**

**1. SCOPE AND VALIDITY**

- 1.1 These general sales and supply terms ("Terms") are exclusively applied to all sales and supply of any products ("Products") marketed, sold and/or supplied by Nordic Soya Oy (VAT ID FI26982516), address: Betorantie 41, 23500 Uusikaupunki, Finland ("Seller") to an entrepreneur buyer specified in the Seller's offer or order confirmation ("Buyer"), unless the Seller and the Buyer have otherwise agreed in writing.
- 1.2 The Terms will form part of the contract between the parties when the Terms have been referred to in the offer, in order confirmation or they have otherwise been enclosed to a documentation for a supply of Products or a contract ("Contract").
- 1.3 The Terms are downloadable at the Seller's internet site at the address: [www.nordicsoya.com](http://www.nordicsoya.com). and will be sent to the Buyer free of charge upon the Buyer's request.
- 1.4 Terms are effective as of 1st of July 2019 and they remain effective until further notice.
- 1.5 The Seller has the right to change the Terms by publishing new sales and supply terms at the Seller's internet site. Terms that have been in effect at the time of conclusion of the Contract will be applied to Contracts that have been concluded before publishing new Terms.

**2. CONCLUSION OF A CONTRACT**

- 2.1 Contract is concluded when the Seller sends to the Buyer a written trade or order confirmation.
- 2.2 In case there is a conflict between the different terms of the Contract, the terms will apply in the following order of precedence: (1) terms specified in the Seller's trade or order confirmation.; (2) these Terms; (3) terms included in the appendices of the Seller's trade or order confirmation in the order specified in the trade or order confirmation.

**3. PRODUCTS AND THEIR SPECIFICATION**

- 3.1 The Seller is responsible for the quality and other properties of the Products only in accordance with the Product specifications defined in the Contract related to that particular trade. The Seller warrants that the Products conform at the time of delivery to the agreed Product Specifications. There are no other representations or warranties and the Seller does not warrant that the Products will be fit for any particular purpose. Before ordering any Products, the Buyer must request the Product specifications from the Seller and find out whether the Products are fit for the purpose intended by the Buyer.

**4. PRICE, COLLATERAL, PRICE CHANGES AND PAYMENT TERMS**

- 4.1 Seller's offer and/or trade or order confirmation specifies the price for the Products. Each time current value added, or sales tax is added to the price (if applicable).
- 4.2 The Seller has always a right to request a collateral from the Buyer for securing the payment for the Products and delivery. The Seller has the right to rescind the Contract if the Buyer does not provide the collateral requested and approved by the Seller.
- 4.3 If charges, duties, or taxes related to the export or import of Products are raised or new taxes, duties or levies are introduced after the effective date of the Contract the Seller has the right to change the prices accordingly.
- 4.4 The Seller will invoice the Products upon their delivery. Unless otherwise specified in the Seller's offer, trade or order confirmation, the payment term is 7 days from the date of invoice.
- 4.5 The Buyer shall pay a late payment interest in accordance with the Finnish Interest Act (on 1st of July 2019 8%) to the amount of delayed payment from the due date until the payment is made in full. In addition, the Seller has the right to charge reasonable collection costs. If the payment is delayed, the Seller has the right to suspend the deliveries to the Buyer. The Seller has further the right to rescind the Contract and right to recover damages incurred if the Buyer does not pay the delayed price for the Products in full or provide a collateral acceptable to the Seller within one (1) month from the due date.

**5. DELIVERIES**

- 5.1 Unless otherwise agreed in the Contract Products will be delivered FCA Seller's production facility, Uusikaupunki, Finland. Delivery term is interpreted in accordance with each time valid Incoterms delivery terms.
- 5.2 The delivery time and dates for the Products are estimates only and they do not create any liabilities for the Seller or rights for the Buyer. For the sake of clarity, it is stated that the Buyer does not have the right to claim damages or other compensation from the Seller based on delay in delivery of Products from the estimated delivery time or date.
- 5.3 The quantity of the supplied Products may deviate at maximum ten percent (10%) and at least ten tons (10 tons) upward or downward to that amount agreed in the Contract.
- 5.4 The Buyer shall inspect the correctness of the delivery and the quality of the supplied Products upon receipt of the delivery. The Buyer must inform the Seller without delay and latest within 7 working days from the receipt of the delivery if there is any defect found in the delivery. The Seller's only liability for defects is to remedy the defective

delivery or refund the price paid for the defective part of the delivery. The Buyer has the right to invoke defect in the delivery only if the Buyer can evidence that the defect existed at the time of transfer of risk from Seller to Buyer as defined in Section 6.2 and the Buyer has informed the Seller of the defect in the afore specified time.

## **6. TRANSFER OF OWNERSHIP AND RISK OF PRODUCTS**

6.1 Ownership of Products is transferred from the Seller to the Buyer when the Buyer has paid the Products and the transportation costs (if transportation is on the Seller's responsibility) in full to the Seller

6.2 The risk of loss and damage to the Products (transfer of risk) is transferred from the Seller to the Buyer when the Products have been delivered in accordance with the agreed delivery term. If Products cannot be delivered at the agreed time due to reasons attributable to the Buyer risk is transferred to the Buyer when the Seller has performed what is expected of the Seller in accordance with the Contract to make the delivery possible.

## **7. LIMITATIONS OF LIABILITY**

7.1 The Seller is not liable for indirect damages or for (i) loss of profit; (ii) loss of revenue; (iii) decrease, loss or interruption of business or production or other damage to business; (iv) lost use, (v) damage to goodwill or reputation; (vi) loss of customers; (vii) wasted working time; (viii) losses or liabilities related to a contract with a third party; (ix) damage to other property than the sold Products including but not limited to goods manufactured by the Buyer or products included in the goods manufactured by the Buyer or other damage that would be hard to anticipate. The Seller's liability for direct damages is limited to the price paid by the Buyer for the Products that are the basis for the claim. Limitations of liability are not applied if The Seller has acted willfully or with gross negligence.

## **8. FORCE MAJEURE**

8.1 Force Majeure means an event that is outside the control of a party that a party reasonably could not foresee or take into account at a time of conclusion of the Contract or the effects of which the party reasonably could not prevent or hinder such as; acts of war or terrorism, acts of public authority, quarantine, epidemics, strike, boycott or other such industrial actions, natural disaster, fire, explosion, acts or omissions of the transportation company, breach of contract by the Seller's subcontractor or supplier, disruptions in public transport or supply in material and energy.

8.2 Neither party is liable for non-performance if it can evidence that the non-performance is due to Force Majeure.

8.3 Each party is responsible for the damages and costs caused to it by Force Majeure.

8.4 If the party is faced with Force Majeure, the party must inform the other party without delay of the Force Majeure, its nature, effects and estimated duration.

8.5 If the party is faced with Force Majeure, the party must use all reasonable efforts to minimize the effects and duration of the Force Majeure.

8.6 If the Force Majeure continues or it is likely to continue for more than 60 days, the party not faced with the Force Majeure has the right to terminate the Contract to the extent it is not performed.

## **9. ASSIGNMENT OF THE CONTRACT**

9.1 Neither party has the right to assign the Contract to a third party without a prior written consent of the other party. The party may not withhold the consent unreasonably. The Seller has however right to assign its receivables based on the Contract.

## **10. GOVERNING LAW AND JURISDICTION**

10.1 The Contract and these Terms are governed by the laws of Finland, excluding the choice of law provisions and the Convention on the Contracts for the International Sale of Goods (CISG).

10.2 Any dispute, controversy or claim arising out of or relating to the Contract and these Terms, 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 seat of arbitration is Turku, Finland. The language of the arbitration shall be English. The parties agree that the arbitration and all related material and information will be treated as confidential information.

10.3 The Seller has however right to collect undisputed, due and outstanding receivables based on the Contract at the court proceedings where the Buyer is domiciled.

10.4 Each party has the right before or during the arbitration proceedings to apply to the court having jurisdiction for injunctive relief when necessary to protect the rights and interests of that party.