

## 1. General

These Standard Terms of Delivery (the "Standard Terms") apply to all deliveries of Oy Karl Fazer Ab or a subsidiary thereof (the "Supplier").

## 2. Definitions

For the purpose of these Standard Terms and the Agreement, the following terms shall have the following meanings:

"*Agreement*" shall mean the Agreement regarding the delivery of the Goods entered into between the Customer and the Supplier including these Standard Terms.

"*Confidential Information*" shall mean any and all technical, financial and commercial information and data relating to party's or its affiliates' respective businesses, finances, planning, facilities, Goods, techniques and processes.

"*Customer*" shall mean the contracting party of the Supplier who has concluded the Agreement with the Supplier concerning delivery of Goods.

"*Goods*" shall mean any products to be delivered by the Supplier to the Customer as specified in the Agreement, order documents or other documentation.

## 3. Customer's Representations and Warranties

The Customer represents and warrants that:

- 1) it is entitled to conclude the Agreement and that its contractual obligations do not infringe any rights of third parties;
- 2) it conforms to all applicable mandatory regulations and specifications in particular those relating to health, environment and work safety;
- 3) it has a liability insurance covering sufficiently potential product and other liability towards third parties;
- 4) the facilities used for the storage and transportation of the Goods conform to the requirements of the legal regulations, the Supplier's reasonable instructions and specifications, and always have such qualities and properties that ensure safe and proper storage of the Goods, and are furthermore appropriate for storage and transportation of food products (in terms of, e.g. hygiene, humidity, temperature and absence of odour);
- 5) no damaged, out-of-date and/or deteriorated Goods are put on the market or otherwise disposed of in a manner that may have an unfavourable effect to the Supplier's reputation or endanger the safety of the end-customers.

## 4. Independent Contractor

The Customer shall buy and sell the Goods in its own name and for its own account. The business conducted by the Customer with third Parties shall be entirely at its own risk and in its own name as an independent contractor without being authorized to act in the name or on behalf of the Supplier.

## 5. Forecasts, Orders and Delivery

5.1 Prior to deliveries of Goods, the Customer shall ensure that all necessary permits and clearances have been obtained for Goods within the relevant country. The Customer shall be solely responsible for all customs clearance for the Goods, and it shall bear and pay all taxes, duties, and other charges imposed on it by reason of its purchase, import or sale of the Goods.

5.2 Notwithstanding the foregoing, orders shall be binding upon the Supplier only when accepted in writing.

5.3 The Customer may not cancel orders that have been confirmed by the Supplier unless the Supplier has consented in writing to cancellation and provided that the Customer compensates the Supplier for any and all costs associated with cancelled orders.

5.4 The ownership right to the Goods is retained by the Supplier until the payment is made in full.

## 6. Prices and Payment

6.1 The prices of the Goods are defined in the principal agreement. The Supplier shall have the right to amend its prices by sixty (60) days' written notice.

6.2 All prices will be invoiced in euro currency, if not otherwise agreed.

6.3 The Customer shall inform the Supplier of any claims related to invoices within 7 days of receipt of the invoice.

6.4. Unless otherwise agreed in the Agreement, the Supplier shall be entitled to withhold any deliveries while payment of any sums due from the Customer remains outstanding. In case of delayed payment by the Customer, the Supplier shall, without prejudice to any other rights of the Supplier, charge interest for late payment in accordance with the Interest Act (633/1982). Should the delay of the Customer last longer than thirty (30) days from the date of a reminder issued by the Supplier to the Customer, the Supplier shall be entitled to terminate the Agreement and any other agreements between the Parties with an immediate effect.

## 7. Product Warranties and Receipt of the Goods

7.1 The Supplier warrants that the supplied Goods are in a sound and merchantable condition in accordance with regulatory requirements applicable in Finland. No other warranties, express or implied, are given or can be deemed to be given by the Supplier.

7.2 The Customer shall check the quality and quantity of the delivered Goods within seven (7) working days from delivery. Complaints shall be made in writing within five (5) working days after the Customer has noticed defect but no later than two (2) months after the delivery. The Supplier shall have no obligation to act or pay compensation in relation to any complaints submitted thereafter unless the Supplier can be shown to have acted grossly negligently in relation to the affected Goods.

7.3 Should the Supplier accept the complaint, the Supplier shall credit the Customer the cost for such Goods (purchase price at applicable delivery terms) or, at the discretion of the Supplier, replace the defective Goods.

7.4 All defective Goods shall be destroyed or returned to the Supplier in accordance with the Supplier's instructions at the Supplier's choice and expense.

## 8. Intellectual Property

The Customer agrees and acknowledges that all the Supplier's trademarks as well as the Supplier's Confidential Information and all rights relating to the Goods are and shall remain the sole and exclusive property of the Supplier or its affiliates or licensors as the case be.

## 9. Confidentiality

9.1 The parties agree to hold in trust and strict confidence, and not to divulge to any third party, any and all Confidential Information disclosed under the Agreement, except:

- (a) information which, at the time of disclosure, is in public domain;
- (b) information which, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of the Agreement by a party;
- (c) information which a party proves to have received from a third party, provided that third party had the right to disclose such information.

9.2 The Customer undertakes not to use the Supplier's Confidential Information for any other purposes than the one specified in the Agreement or the ones explicitly approved by the Supplier and shall upon termination of the Agreement cease any further use.

9.3 The obligation of secrecy as set forth in this section shall survive the termination or expiration of the Agreement and a period of three (3) years thereafter.

## 10. Anti-bribery and Trade Sanctions

The Customer shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption and the Customer shall have and maintain in place its own policies and procedures to ensure compliance with said laws and regulations. The Customer shall ensure that its employees or third parties acting on its behalf do not offer, promise, give, or accept any bribes, or make or accept improper payments or anything of value to secure any improper advantage or otherwise improperly influence the outcome of its business dealings.

The Customer shall comply with economic sanctions imposed by the United Nations, the European Union, the United States, and any country with jurisdiction over the Customer. Any Customer incorporated in the Russian Federation shall also comply with all

applicable sanctions' regulations of the Russian Federation. The Customer shall not supply to Fazer any goods that have been sourced from parties that are subject to sanctions imposed by the United Nations, the European Union, the United States, or any other country with jurisdiction over the Customer.

**11. Force Majeure**

Delay in or failure to carry out the duties (except to fulfil obligations to pay monetary amounts) under the Agreement shall not be deemed a default and/or breach of the Agreement, if such delay or failure results from force majeure. The concept of Force Majeure shall be interpreted in accordance with valid laws and practice of laws in Finland.

**12. Claims and Indemnification**

12.1 All decisions regarding the defence, including but not limited to the proceedings, actions and settlement, with respect to any product liability claims relating to Goods, shall vest with the Supplier alone. Should it not be possible, due to regulatory or similar reasons, for the Supplier to be a party in the defence, the Customer shall defend the claim in accordance with the Supplier's instructions. All decisions regarding the defence, with respect to any claims relating to the Goods or the trademarks connected with the Goods, shall vest with the Supplier alone. The Customer agrees to notify the Supplier promptly after becoming aware of any claim affecting the Supplier, and take all action reasonably requested by Supplier to avoid, compromise or defend against the claim and any proceedings in respect of the claim at the Supplier's expense.

12.2 The Customer shall indemnify the Supplier and hold the Supplier harmless from and against any and all damages and liabilities (including reasonable attorneys' fees and costs) arising from any breach of the Customer's obligations pursuant to the Agreement or negligent action in distribution of the Goods by the Customer.

**13. Termination**

13.1 In addition to the other terms of the Agreement (including these Standard Terms), a party has always the right to terminate the Agreement with an immediate effect if (i) the other party is in breach or default of any term or condition of the Agreement and fails to cure such breach or default (if curable) within thirty (30) days upon receipt of written notice from the other party asserting the breach or default; (ii) the other party becomes insolvent; or (iii) any such change would appear in the laws, rules, regulations, ordinances or practices regarding the manufacture, marketing, sales, export or import of the Goods that would materially affect the Supplier's commercial possibilities to continue cooperation.

13.2 The Supplier may always terminate the Agreement with an immediate effect if the Customer is in default of its payment obligations as specified in Section 6 of the Standard Terms or the Customer is in breach of its obligations relating to the Supplier's intellectual property rights.

**14. Rights and Obligations upon Termination**

14.1 At the termination or expiration of the Agreement the Supplier or a third party duly appointed by the Supplier is entitled but not obligated to purchase the Customer's remaining stock of Goods in whole or in part at the cost of the Customer's purchase price.

The Customer shall at its cost destroy the Goods that have exceeded the best before period or that are defective due to reasons attributable to the Customer.

14.2 Termination or expiry of the Agreement shall not relieve the Parties from full performance of any obligations incurred prior thereto or of any obligation surviving the termination of the Agreement.

**15. Limitation of Liability**

15.1 Neither party shall be liable to the other party in contract, tort or otherwise, whatever the cause thereof, for any loss of revenue, profit, business or goodwill or for any indirect, special, consequential, incidental expenses, costs or losses, howsoever arising under or in connection with the Agreement.

15.2 The limitations of liability shall not apply in cases of liability arising from death or injury to persons, confidentiality obligations, infringement of the other party's intellectual property rights or in cases of losses caused intentionally or by gross negligence.

**16. Assignment**

Neither party may assign its right or obligations under the Agreement without the prior written approval of the other party. Notwithstanding the foregoing the Supplier may assign the Agreement to a company belonging to the same group of companies.

**17. Validity**

In case not otherwise agreed between the Parties, the Agreement shall enter into force after the parties have signed it subsequent to which it shall continue in force until further notice. The Supplier may terminate the agreement with a three (3) months' and Customer with a three (3) months' notice of termination. The notice of termination shall be given in writing.

**18. Governing Law and Dispute Resolution**

The Agreement shall be governed by and construed in accordance with the laws of Finland, excluding its choice of law principles. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be settled in the district court of Helsinki, Finland.