

GENERAL SALES CONDITIONS OF UPM-KYMMENE GROUP FOR UPM ProFi® PRODUCTS

1. General

These General Sales Conditions shall apply to all sales agreements and purchase relationships between UPM-Kymmene Corporation or its Affiliates and purchasers of the Products. All capitalised terms used in these General Sales Conditions shall have the meaning specified for such terms in the Agreement or Section 29 ("Definitions") of these General Sales Conditions.

2. Product Warranties

The Supplier warrants that at the Delivery Date of the Products to the Purchaser, the Products shall:

- (i) conform with the quantity and quality as specified in the Agreement and with the Product Specifications; and
- (ii) conform with the laws and regulations of Finland applicable to such products.

To the extent that the Products are third party manufacturer materials, the warranties of the Products are limited to the warranties given by the original manufacturer.

The Supplier disclaims any other warranty, whether express, implied or statutory, with respect to the Products, including without limitation any warranty of merchantability or fitness for any particular purpose, application or manufacturing process or any warranty that the Products or use of the Products will not infringe or violate any Intellectual Property of any third party.

3. Breach of Warranties

If any Products do not meet the product warranties specified in the Agreement and these General Sales Conditions, the Supplier shall at its discretion:

- (i) repair the defective Products; or
- (ii) refund to Purchaser the part of the purchase price corresponding to the decrease of the Products' value caused directly by the defect ; or
- (iii) supply replacement Products to conform with the product warranties.

Any claims with respect to breach of product warranties shall be made by the Purchaser to the Supplier in writing and within two (2) weeks from the date when the Purchaser became aware of the breach and in any event no later than within twelve (12) months from the Delivery Date. Damage caused to the Product during transport from the Supplier to the Purchaser, when visible on the outside of the packs, must be reported to the Supplier within two (2) weeks from the date of

receipt. If requested by the Supplier, the Purchaser shall, at the Supplier's cost and expense, send a sample of such defective Products to the Supplier or allow the Supplier to otherwise inspect the defective Products.

The Supplier's obligations as set forth above shall not apply to defects of the Products arising out of normal wear and tear or deterioration of quality, improper storage, installation, use, maintenance or repair, modifications made not in conformity with Supplier's instructions or approval, misuse, wilful or negligent handling by the Purchaser or any third party or any detrimental exposure or accident. The Supplier is not liable for any defects arising out of materials provided or a design stipulated or specified by or on behalf of the Purchaser.

This Section sets forth the exclusive remedies for claims based upon defects or breach of product warranties of the Products, whether the claim is in contract, warranty, tort (including negligence) or otherwise.

4. Changes

The Purchaser and the Supplier are entitled to propose changes relating to the Product Specifications, components or raw materials of the Products, manufacturing technologies, processes and packaging of the Products.

5. Prices

The prices for the Products shall be specified in the Agreement.

6. Invoicing and Payment Terms

The method and timing of invoicing and payments shall be specified by the Supplier and the Purchaser in the Agreement. In case no such provision is included therein, payment shall be made in euros after the receipt of the invoice on its due date.

A payment shall be considered effected when it is wholly and freely at the Supplier's disposal.

Failure by the Purchaser to comply with the terms of payment shall be regarded as material breach of the Agreement.

Any amount that is not paid in full by the due date for payment thereof shall be subject to penalty interest as agreed in the Agreement or, in case the Parties have not agreed thereon, set according to Euribor (12) +8% p.a. or the maximum interest rate permitted by applicable law, whichever is lower, from the due date thereof until paid.

7. Taxes

Unless otherwise agreed in the Agreement, the Purchaser shall be responsible for payment of any taxes, withholding taxes, levies, duties, charges, assessments or fees of any nature (including interest, penalties and additions thereto) now existing or hereafter enacted which relate to the sale, delivery and purchase of the Products under the Agreement.

8. Delivery Terms and Transfer of Title

Applicable Incoterm® 2010 delivery term and the mode and destination of the delivery shall be specified by the Supplier and the Purchaser in the Agreement. The Products shall be delivered by the Supplier timely in accordance with the delivery schedule agreed in the Agreement. In case no specific delivery time has been agreed, the Products shall be delivered in the framework of the Supplier's customary delivery schedule.

The Supplier may refuse to make deliveries, if the Purchaser has any unpaid amounts that are due, or if the Supplier has reason to doubt the Purchaser's ability or readiness to pay. The Supplier expressly reserves the right to stop any shipment in transit for a reasonable cause.

Title and ownership to the Products shall remain with the Supplier, to the fullest extent permitted under the laws of the Purchaser's country, until the Purchaser has paid the purchase price of the Products in full. The Purchaser shall give the Supplier every assistance in taking any measures required to protect the Supplier's title to the Products or such other right in respect of thereof in accordance with the laws of the Purchaser's country.

9. Delay of Delivery

The Supplier shall inform the Purchaser in writing of any foreseeable delay in delivery as soon as practicable after the Supplier becomes aware of such possibility.

If a delivery is delayed due to reasons solely attributable to the Supplier other than force majeure or other reasons beyond the Supplier's control or fault which are due to the Purchaser or third party, the Purchaser may at its discretion:

- (i) demand the Supplier to deliver the Products within a reasonable time period agreed by the Parties; or
- (ii) cancel the delivery and demand the Supplier to return to the Purchaser the purchase price of all such Products, (provided that the Products have been returned to the Supplier), in case the delivery is not affected (or in case the production of customer specific Products has not been started) within two (2) weeks from the extended delivery date pursuant to (i) above.

All other claims against the Supplier based on the Supplier's delay shall be excluded, whether the claim is in contract, warranty, tort (including negligence) or otherwise.

10. Inspections

The Purchaser shall inspect the quality of the Product at the time of the delivery.

Unless the Purchaser notifies the Supplier in writing to the contrary within a period of two (2) weeks from the receipt of the Products, the Products shall be deemed to have been duly received in agreed quantity and free of any apparent or visible quality defects. No return shall be accepted without Supplier's prior written authorisation.

No claims for the Products shall be accepted if the Products have already been taken into use, installed or used for production except in case of hidden faults which could not have been detected at the inspection according to this Section.

11. Packaging

Unless otherwise agreed in the Agreement, the Supplier shall cause the Products to be packed and marked in accordance with Supplier's customary methods.

Special packing or marking arrangements as well as small deliveries or other special deliveries are subject to a surcharge in accordance with Supplier's customary practice.

12. Limitation of Liability

If circumstances occur which may give rise to claims for damages or the right to any other form of relief based on contract, warranty, tort, negligence or otherwise, the claiming party shall take all necessary measures to mitigate the damages or loss.

Notwithstanding any other provision contained herein or in the Agreement:

- (i) such claims or relief shall be limited to direct damages which on the date of the Agreement could reasonably be foreseen by the Supplier;
- (ii) the total liability of the Supplier on any and all claims shall not exceed the purchase price allocated to the Product which gives rise to the claim;
- (iii) any such liability shall terminate upon the expiration of the period specified in Section 3 above.

In no event shall the Supplier be liable for any special, consequential, incidental or indirect damages, including

but not limited to loss of profit or revenues, loss of production, loss of contract, loss of or increased expense of use of the Products or any associated goods, damage caused by the Products, such as damage to or impairment of other goods, modifications to or substitutions for Products or other goods, downtime costs or other increased expense of operation, or claims of the Purchaser's customers.

13. Trademarks and other Supplier's Intellectual Property used in connection with the Products

All Supplier' Intellectual Property such as trademarks, trade names and patents concerning the Products, shall remain the property of the Supplier.

The Supplier causes the non-exclusive, royalty-free right to be granted to the Purchaser to use the Trade Marks in the promotion, advertisement and sale of the Products in accordance with the terms of and for the duration of the Agreement.

The Products shall be sold under the Trade Mark and on all Products, containers and advertisements for the Products the symbol® shall be used in conjunction with the registered Trade Marks or "®" in conjunction with any Trade Mark applications.

All representations of the Trade Marks which the Purchaser intends to use shall first be submitted to the Supplier for approval.

The Purchaser shall not, without the prior written consent of the Supplier alter or make any addition to the labelling or packaging of the Products displaying the Trade Marks, and shall not alter, deface or remove in any manner any reference to the Trade Marks, any reference to the Supplier or any other name attached or affixed to the Products or their packaging or labelling. If the Purchaser wishes to sell the Products forward to professional dealers or resellers (other than end users), Purchaser shall guarantee with contractual arrangements that buyer/s of the Products (and further professional buyer/s if the first buyer sells the Products forward) adhere to the obligations set to the Purchaser in this Section 13. The Purchaser is liable towards the Supplier that the dealers/ resellers comply with the obligations of this Section.

The Supplier makes no representation or warranty as to the validity or enforceability of the Trade Marks or other Intellectual Property rights nor as to whether the same infringe upon any intellectual property rights of third parties.

The Purchaser shall promptly give notice in writing to the Supplier in the event that it becomes aware of:

- (i) any infringement or suspected infringement within the domicile of the Purchaser of the Trade Marks or any other intellectual property rights in or relating to the Products; and

- (ii) any claim that any Product or the manufacture, use, sale or other disposal of any Product, whether or not under the Trade Marks, infringes the rights of any third party.

14. Ownership and other Rights to Intellectual Property

Each Party retains ownership and other rights to any Intellectual Property owned or used by the Party at the time of entering into the Agreement. Ownership and all other rights to any new Intellectual Property developed by either Party or jointly by the Parties under or in connection with the Agreement shall belong to the Supplier. The Purchaser shall transfer to the Supplier the title and other rights to such new Intellectual Property. The Purchaser shall give to the Supplier all reasonable assistance and execute all documents necessary to enable the Supplier to register or otherwise protect its rights in any such new Intellectual Property.

15. Compliance

Purchaser warrants that it shall comply with all applicable laws and regulations, among others applicable trade sanction regimes and anti-money laundering legislation as well as best industry practices when performing its obligations under the Agreement or these General Sales Conditions, purchasing and/or utilizing Products from Supplier, or otherwise conducting business with UPM-Kymmene Group.

16. Force Majeure

Neither Party shall be liable for non-performance of its obligations under the Agreement if the non-performance is caused by any unforeseeable event beyond the reasonable control of the Party including, without limitation, war, riot, fire, terrorism, embargo, trade sanctions, flooding, other natural disaster, strike, lock-out or other labor dispute ("Force Majeure"). The Party invoking Force Majeure shall inform the other Party in writing of the Force Majeure and the expected duration of the Force Majeure and shall use its best efforts to mitigate the adverse effects of the Force Majeure, to overcome the effects of the Force Majeure and to resume performance of its obligations under the Agreement.

17. Data Protection

The data necessary for the fulfilment of the Agreement is recorded in compliance with the appropriate legal requirements. When processing an order or providing a service, data may be transmitted to Affiliates and third parties for the purposes of the performance of the Agreement and commissioned data processing. The Purchaser acknowledges that data may be transmitted to countries which are not members of the European Union and which are not in accordance with the European data protection standards. The Supplier may

also use the data collected during the business relationship with the Purchaser to inform the Purchaser about the Supplier's products. In case the Purchaser does not want to receive such information, it may at any time notify the Supplier accordingly.

18. Confidentiality

The Parties shall keep in confidence all commercial, technical, financial and other confidential information (including without limitation prices of the Products) of the other Party. During the term of the Agreement and for a period of three (3) years thereafter, the Parties shall not disclose such information to any third party or use such information for any other purpose than the performance of its obligations under the Agreement. Additional terms contained in any applicable confidentiality or non-disclosure agreement entered into between the Supplier and the Purchaser shall also be applied to the exchange of information under the Agreement.

19. Insurance

The Parties shall maintain in force adequate insurance policy and coverage according to normally applied standards from an internationally recognised and reputable insurance company to cover the obligations of the Party under the Agreement and these General Sales Conditions.

20. Subcontractors

The Supplier shall be entitled to use subcontractors for the performance of its obligations under the Agreement and these General Sales Conditions without the prior written consent of the Purchaser. The Supplier shall be liable for the performance or non-performance by the subcontractors of the Supplier's obligations under the Agreement and these General Sales Conditions.

21. Assignment

The Parties shall not be entitled to assign the Agreement or any of their rights or obligations under the Agreement, in whole or in part, to any third party without the prior written consent of the other Party.

22. Supplier Affiliates

The Supplier shall be entitled to use the Supplier Affiliates for the performance of its obligations under the Agreement. Any obligation of the Supplier under the Agreement which has been performed by a Supplier Affiliate shall be considered duly fulfilled as if the obligation had been performed by the Supplier itself. Any rights granted to the Supplier under the Agreement shall also apply and extend to the Supplier Affiliates.

23. Amendments

Any amendments to the Agreement or these General Sales Conditions shall be made in writing and shall be signed by both Parties.

24. Waivers

Any delay or failure by either Party in exercising any right or remedy under the Agreement or these General Sales Conditions shall not constitute a waiver of the right or remedy by such Party unless such waiver has been given in writing.

25. Severability

If any term of the Agreement or these General Sales Conditions is held invalid or unenforceable, such determination shall not invalidate or render unenforceable any other term of the Agreement or these General Sales Conditions.

26. Entire Agreement

The Agreement and these General Sales Conditions constitute the entire agreement between the Supplier and the Purchaser with respect to the delivery of the Products and exclude and supersede any general purchasing conditions of the Purchaser or any other general or standard trading terms which may be written on or referred to in any order, request for quotation or other documentation used by the Purchaser.

27. Appendices, Order of Priority

The Appendices to the Agreement and these General Sales Conditions shall form an integral part of the Agreement. In case of inconsistency or conflicts between the terms of different documents, the documents shall be applied in the following order of priority:

- the Agreement
- the Appendices to the Agreement in numerical order
- these General Sales Conditions.

28. Governing Law and Dispute Resolution

The Agreement and these General Sales Conditions shall be governed by and construed in accordance with the laws of Finland, excluding its conflict of laws principles. The applicability of CISG is specifically excluded. Any disputes arising out of or relating to the Agreement and these General Sales Conditions shall be resolved in arbitration in accordance with the Rules of the Arbitration Institute of the Finland Chamber of Commerce. The arbitration proceedings shall be held in Helsinki, Finland. The language of the arbitration proceedings shall be English.

29. Definitions

The capitalized terms used in these General Sales Conditions shall have the following meanings:

"Affiliate" shall mean any entity controlling, controlled by or under the common control with a Party.



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"Agreement" shall mean the written or oral sales or purchase agreement or order of the Purchaser as confirmed by the Supplier for the delivery of the Products entered into between the Supplier and the Purchaser, including its Appendices and these General Sales Conditions.

"Appendices" shall mean the appendices to the Agreement, including these General Sales Conditions.

"Delivery Date" shall mean the date when the Products were delivered to the Purchaser according to an applicable delivery term.

"Force Majeure" shall have the meaning set forth in Section 16 of these General Sales Conditions.

"General Sales Conditions" shall mean these general sales conditions of UPM-Kymmene Group for UPM ProFi® products.

"Intellectual Property" shall mean any patents, utility models, designs, copyrights, trademarks, trade names, inventions, trade secrets, know-how and any other industrial or intellectual property rights, and applications thereof.

"Party" shall mean the Supplier or the Purchaser.

"Parties" shall mean the Supplier and the Purchaser.

"Products" shall mean the products to be provided by the Supplier to the Purchaser as specified in the Agreement.

"Product Specifications" shall mean specifications of the Products which are available at the Supplier's website <http://www.upmprofi.com/Downloads/Technical-data-sheets/Pages/default.aspx> and updated from time to time. Any further or deviating specifications of the Products may be specified in the Agreement.

"Purchaser" shall mean the entity purchasing the Products from the Supplier, as specified in the Agreement.

"Supplier" shall mean UPM-Kymmene Corporation or any Affiliate of UPM-Kymmene Corporation, as specified in the Agreement.

"Trade Marks" shall mean UPM ProFi® trademark, UPM-Kymmene logo and any other trademarks as specified in the Agreement

"UPM-Kymmene Group" shall mean UPM-Kymmene Corporation and its Affiliates.