

# Nordic Paper – General Conditions of Purchase for Goods and Services

- 1. DEFINITIONS, TERMS AND CONDITIONS:** These general terms and conditions of purchase apply to the Nordic Paper company issuing the purchase order ("GCP") together with the terms and special conditions appearing on a purchase order ("Order") and any executed supply agreements concerning the Deliverables between the Parties ("Supply Agreement") together called "Procurement Conditions" are the only conditions on which Nordic Paper procures services or goods or both ("Deliverables"). Nordic Paper (or "NP") means the entity or entities that have signed a Supply Agreement or created a contract with the supplier accepting an Order ("Supplier"). Any terms other than the Procurement Conditions will be invalid.
- 2. DELIVERY AND TITLE:** Timely delivery as per the Order is a material condition of the Procurement Conditions. Unless otherwise stated in the Order, Deliverables shall be delivered to NP under DDP (INCOTERMS 2020). NP is not required to accept any partial, early or late delivery of any Goods or Services. Title to goods will pass to NP upon receipt at NP's designated facility.
- 3. ORDER ACKNOWLEDGEMENT:** The Supplier shall in writing confirm each Order placed by NP within three (3) working days from receipt. If NP does not receive any confirmation within said timeframe, the Order shall be deemed accepted by the Supplier.
- 4. PRICES, INVOICES AND PAYMENT:**
  - 4.1.** The price stated on an Order is fixed and inclusive of all duties, fees, levies and taxes in the country of origin of the Deliverables excluding value added tax (VAT).
  - 4.2.** The Supplier shall use electronic invoicing and submit Invoices to NP's Invoice address written on the Order on the day on which Deliverables are dispatched or completed. Invoicing instructions are published on NP website. The invoice must include the Order number and/or relevant contact person in order to be approved.
  - 4.3.** NP will transfer payment to the Supplier on 45 days after the date on which the relevant goods have been received or services completed, provided that the Supplier has supplied such goods or services in accordance with the Procurement Conditions and such invoice is accurate and was received by NP's Purchase Accounts Department within latest 90 days of dispatch or completion of goods or services. If such day is not a normal banking day then electronic transfer of payment will be on the next banking day. Without prejudice to NP's other rights and remedies, NP may deduct from any payments due to the Supplier under any Procurement Condition the amount of any actual contra accounts or other claims that NP may have against the Supplier in connection with the Procurement Conditions or any other agreement.
- 5. PROGRESS AND DELAY:**
  - 5.1.** The Supplier shall promptly notify NP in writing if the Supplier anticipates or has reasonable cause to believe that a delay in the delivery of Products, Services, or Deliverables may occur, stating the cause of the delay, the Supplier's best estimate of when delivery can be made, and providing a written account of the measures being taken to prevent the delay. Such notice does not limit the Supplier's liability for the delay. If the Supplier does not resolve the delay within a reasonable timeframe specified by NP, NP may undertake, or engage a third party to undertake, the necessary actions at the Supplier's expense.
  - 5.2.** Unless otherwise agreed in the Contract, liquidated damages shall accrue at a rate of 0.5% of the total Contract price per commenced day by which each of the milestone or delivery dates is delayed for a reason caused by Seller or those for which it is responsible, not exceeding a total limit of 15% of the total Contract price. NP is entitled to deduct any liquidated damages from the payments owed to the Supplier under the Purchase Agreement.
  - 5.3.** Regardless of the cause of the delay, the Supplier is liable for those costs, expenses and losses suffered by NP which could have been avoided if the Supplier had notified NP of the delay upon becoming aware of it.
- 6. NP PROPERTY:** Any items provided by NP to the Supplier for executing an Order will remain at the Supplier's risk until delivered to NP. The Supplier will be fully liable for any damage caused to such items while they are in its possession. The Supplier will maintain these items in good condition during the performance and after the completion of an Order. The Supplier will not dispose of these items except according to NP's instructions, nor will they be used for any purpose other than fulfilling the Order. The Supplier will ensure that such items are clearly identified as the property of NP and do not become the subject of any encumbrance.
- 7. QUALITY AND WARRANTY:**
  - 7.1.** The Supplier warrants for a period of twenty-four (24) months from the date of delivery (or any longer period that is agreed or applies by law), that all Product(s) fully conform to the Purchase Agreement (including these GPC) and comply with all relevant laws, regulations, and standards. The Products must meet all generally accepted requirements and industry best practices, be free from defects in design, materials, and workmanship, and be fit for their intended purpose.
  - 7.2.** If the Deliverables do not meet the requirements outlined in Clause 7.1 ("Non-Conformance"), the Supplier must promptly, and at its own expense, replace, repair, or rectify the Non-Conformance within 30 days of receiving written notice. This is without prejudice to NP's other rights and remedies. Should the Supplier fail to do so, NP may, without affecting its other rights and remedies: (i) choose to accept the Non-Conformance and reasonably adjust the Order price; (ii) rectify or arrange for the rectification of the Non-Conformance; or (iii) source equivalent Deliverables from alternative suppliers.
  - 7.3.** The Supplier shall bear all costs and risks associated with the shipment of defective Products and/or Deliverables from NP to the Supplier, as well as the return shipment of repaired or replacement Products and/or Deliverables from the Supplier to NP. Any replaced, corrected, or repaired Products, Services, or Deliverables (including renewed parts) will be covered by a new warranty, equal to that outlined in Clause 7.1
  - 7.4.** The Supplier agrees that NP will have the right to visit Supplier's facilities after agreement on date and time with minimum one weeks' notice, to inspect the facility, Deliverables, materials and any property of NP. Such inspection will not constitute or imply acceptance of any Deliverables.
- 8. TERMINATION:**
  - 8.1.** Either party may terminate all or part of the Contract immediately and without liability for such termination if the other party is in material or persistent breach of the Contract and fails to remedy the breach (if remedy is possible) within thirty (30) days after receiving written notice from the non-breaching party specifying the nature of the breach.
  - 8.2.** Additionally, either party may terminate all or part of the Contract with immediate effect if the other party is, or is reasonably likely to become, involved in insolvency, bankruptcy, or other similar proceedings due to insolvency or debt.
  - 8.3.** Either party also has the right to terminate all or part of the Contract immediately if the other party is unable to perform its obligations due to a Force Majeure event lasting more than 75 days. In the event of such termination, the Purchaser will pay the Supplier for any Goods and Services provided prior to termination, and each party will bear its own costs and expenses related to the termination.
  - 8.4.** To be effective, termination of the Contract must be communicated through written notice to the other party.
  - 8.5.** Upon any termination of the Contract, regardless of the reason, the Supplier must immediately and at its own expense return all NP Property under its control to the Purchaser, including any relevant documentation and Intellectual Property. The Supplier must also provide the Purchaser with complete documentation concerning all delivered Goods and/or Services.
- 9. INTELLECTUAL PROPERTY:**
  - 9.1.** "Intellectual Property" or "IP" encompasses all inventions, whether patentable or not, trademarks, component designs, manufacturing processes, and any improvements or enhancements to them. It also includes copyrights, database rights and know-how, whether registered or unregistered. Additionally, it covers identified technical and non-technical or business-related information such as results, specifications, software, drawings, or blueprints.
  - 9.2.** Each Party retains ownership and rights to its IP that it owns or controls as of the date of the Purchase Agreement or that it independently creates thereafter. No IP rights are granted by one Party to the other under the Purchase Agreement, unless explicitly stated otherwise.
  - 9.3.** If any allegation or claim is made against NP, or any person claiming title from or through NP, that any act done or proposed to be done in relation to Deliverables constitutes a violation or infringement of any patent, copyright, registered design or other proprietary right held by a third party, the Supplier will indemnify NP and hold NP harmless for and against any loss or damage (including, without limitation, all costs and expenses) arising directly or indirectly out of such allegation or claim; unless the allegation or claim is the direct result of the Supplier following a design or process required by NP.
- 10. CONFIDENTIALITY:**
  - 10.1.** All commercial, financial, and technical information shared between the parties ("Confidential Information") shall be kept strictly confidential and used exclusively to fulfill their obligations under this Contract.
  - 10.2.** Information is not considered Confidential Information if: (i) the receiving party already knew it at the time of receipt; (ii) it becomes public knowledge (except due to a breach of this Contract); (iii) it was independently developed by the party; (iv) it was rightfully obtained from a third party without a duty of confidentiality; or (v) disclosure is required by law or regulation.
  - 10.3.** Confidential Information may be shared with individuals who need to know it for purposes related to the Contract, use of the Deliverables, or potential business acquisition, provided those individuals are subject to confidentiality obligations consistent with this Clause. Any other disclosure requires prior written consent from the other party.
- 11. PERSONAL INFORMATION:** The Supplier must adhere to relevant data protection laws. If the Supplier processes personal data on behalf of NP, the Supplier must enter into a data processing agreement outlining the Supplier's responsibilities to handle personal data in compliance with applicable data protection laws, including the EU General Data Protection Regulation (GDPR). For details on NP's data privacy policies, please consult NP's website.
- 12. COMPLIANCE:**
  - 12.1.** The Supplier shall ensure that both it and its personnel comply with all applicable NP codes of practice, including but not limited to; its Supplier Code of Conduct, Health and Safety requirements and Site Access requirements as applicable, which is published on NP website.
  - 12.2.** The Supplier guarantees that no materials or equipment incorporated in, used for, or associated with the Goods and/or Services originate from any company or country listed under any embargo or sanctions imposed by the UN, EU, USA, the relevant authority in the country where the Goods and/or Services will be utilized, or any other authority with jurisdiction over the equipment and materials comprising the Goods and/or Services. If any of the Goods and/or Services are, or will be, subject to export restrictions, the Supplier must promptly notify NP in writing of such restrictions.
- 13. INDEPENDENT CONTRACTOR:** Neither Party will (i) represent itself as the agent or partner of the other Party; nor (ii) do anything (or omit to do anything) which might result in any person believing that such Party has the authority to contract or enter into commitments on behalf of, or in the name of, the other Party.
- 14. TRANSFER AND THIRD PARTY RIGHTS:** No Party shall assign or transfer any of its rights or obligations. The Procurement Conditions do not grant any rights to third parties (including, but not limited to, any employee, officer, agent, representative, or subcontractor of any Party) as a result of or in connection with these Conditions.
- 15. INDEMNITY:**
  - 15.1.** The Supplier shall indemnify and hold NP harmless from and against all damages, costs, losses, claims, suits, actions, demands, proceedings, expenses, or other liabilities (including, without limitation, reasonable legal and other professional fees and expenses) arising from any claim, action, demand, suit, or proceeding made by a third party against NP in relation to injury or death to persons, loss or damage to property, or any infringement or alleged infringement of any Intellectual Property, to the extent relating to (i) the Goods, Services, and/or Deliverables, in part or in whole, or (ii) any use, sale, or other exploitation of the Goods, Services, and/or Deliverables by NP.
  - 15.2.** At NP's written request, the Supplier shall defend any and all claims, suits, actions, demands, and proceedings brought against the NP under this Clause using legal counsel acceptable to NP. The Supplier shall not make any admissions, agree to any settlement, or otherwise compromise the defense of any claim without NP's prior written consent.
- 16. PUBLICITY:** Neither Party will use the other Party's name or trademarks in any publicity without the other Party's prior written permission.
- 17. FORCE MAJEURE:** If either party is delayed or unable to fulfill its obligations due to an unforeseeable event beyond its reasonable control and without fault or negligence—such as acts of God, government actions (valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, or due to court orders—then such delay or failure will be excused. The affected party must provide written notice, including the expected duration of the delay, to the other party as soon as possible. During this delay, NP may, at its discretion, source the Deliverables from other suppliers and reduce its commitment to the Supplier accordingly, without liability, or require the Supplier to source the Deliverables from alternative suppliers at the agreed price. If NP requests, the Supplier must provide assurance that the delay will not exceed 45 days. If the delay exceeds, or is obvious to exceed, 45 days, NP may cancel the Order immediately without liability. The Supplier must make all reasonable efforts to minimize the delay's impact. Strikes, lockouts, or industrial disputes specific to the Supplier or its subcontractors/agents are not considered force majeure events.
- 18. CONFLICT:** If there is a conflict of terms the order of precedence will be: (1) any applicable Contract; (2) terms appearing on the front of an Order other than Contract terms; (3) any Supply Agreement (e.g. SSG Contracts) (4) the GCP; and (5) any specification/statement of work.
- 19. GOVERNING LAW AND DISPUTE RESOLUTION:** The Contract and all related disputes, contractual and non-contractual, shall be governed by Swedish law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not be applied. Any dispute shall be administered in English by the Arbitration Institute of the Stockholm Chamber of Commerce. The parties may also agree upon an alternate jurisdiction.
- 20. AMENDMENTS AND NOTICES:**
  - 20.1.** Any amendments to the GCP must be in writing and signed by duly authorized representatives of each party in order to be effective.
  - 20.2.** All non-legal notices to be served under any Order must be in writing and addressed to the Party at the address on the Order.