

**GENERAL TERMS AND CONDITIONS OF SALES AND SUPPLY**  
**(Unless otherwise agreed upon the Contract signed by Ab Etiproducts Oy)**

**Article 1: Interpretation**

1. "Buyer" means the company which places the Purchase Order.
2. "Seller" means Ab Etiproducts Oy.
3. "Goods" means products which the Seller is supplying to the Buyer.
4. "Purchase Order" is the order for purchasing goods sent to the Seller by the Buyer.
5. "Weight" means NET volume in MT and excludes the weight of packaging.

**Article 2: Entry into Force and General Purchase Order Conditions**

1. The reception of the Purchase Order by the Seller shall be worth acceptance and date of entry into force of these terms and conditions.
2. No Purchase Order submitted by the Buyer shall be binding on the Seller unless signed, accepted and confirmed by the Seller. Acceptance of the Purchase Order by the Seller shall form a binding contract between the parties under which the rights and obligations of the parties shall be governed by these general terms and conditions. Any applicability of Buyer's general terms or conditions or any other general terms or conditions referred by the Buyer in the Purchase Order, is expressly excluded. No additional or inconsistent provisions proposed by the Buyer shall bind the Seller unless expressly agreed to in writing by the Seller.
3. Cancellation of the Purchase Order by the Buyer shall be accepted and confirmed in written by the Seller. Otherwise if cancellation is not confirmed by the Seller or if delivery is already in the process, cancellation is considered as invalid and the Buyer is obligated to accept these Goods and to pay for there Goods.
4. The Buyer is responsible for Purchase Orders sent by its personnel. The Seller shall not be bound to check the powers and proxies of persons sending Purchase Orders or signing for the Buyer, unless the parties have agreed otherwise in writing.
5. If the price value or net amount or any other condition on the Purchase Order differs from the agreed or if Purchase Order comprises elements which makes its execution impossible, these conditions and elements have no binding for the Seller and the Seller shall return the confirmed Purchase Order duly modified to the Buyer.

**Article 3: Payment terms, Prices, Delivery terms, Ownership and other Liabilities**

1. The Seller's and Buyer's liabilities as regards delivery are defined in accordance with delivery term in "INCOTERMS 2010".
2. The Seller is aiming to deliver the Goods per Buyer's request; however, the delivery date to be considered as approximate and shall not bind the Seller.
3. The Seller has the right to change the supply to other warehouses without, however, changing the prices.
4. The price of the Seller is based on many factors including freight rates, customs and inspection rates etc., therefore the Seller reserves the right to use the spot price for each Purchase Order or to change the offered price if affected by more than 5% by above mentioned or other unexpected factors.

5. The title and right of ownership to the Goods belongs to the Seller until the full purchase price is paid and the Buyer shall not have the right to reassign the property, attach it to other property or otherwise control the property in a manner similar to that of an owner.
6. The date when the payment is transferred from the account of the Buyer, is considered as the date of payment. This transfer must be confirmed with signed bank documents, otherwise the date of arrival of the payment to the account of the Seller is considered as the date of payment.
7. All banking and mailing costs, taxes, dues, excise duties and other deductions, which ever they might be, related to the fulfillment of the Purchase Order, actual and future ones, borne on the territory of the Buyer, are paid by the Buyer.

#### **Article 4: Quality of Goods and Claims**

1. The Quality of the Goods must correspond to the information given in the Specifications and Certificates of Quality issued by the Producer, Eti Mine Works G.M., Turkey, in terms of quality. In terms of quantity – in accordance with the net weight indicated in the waybill.
2. The Buyer should send all claims in writing if any as soon as possible, however no later than within 14 days after the goods has been received at the stock of the consignee. The Seller should confirm the acceptance of the claim in written.
3. After receiving the claim, the Seller is investigating the case (depending of the type of the claim Seller may check the logistics chain, visit the warehouse of the Buyer, check transportation and storing conditions etc.) and if concluded that Seller is responsible, Seller agree on the solution option with the Buyer which could be for example sending the credit note or replacing the Goods. Maximum compensation cannot exceed the value of the delivered Goods
4. If the claim is not made according to this Article 4 or the Goods have been already used in the production by an end-user, the Buyer's claim is considered invalid and forfeited.

#### **Article 5: Limitations of Liability**

1. Notwithstanding anything to the contrary herein or in any quotation, Purchase Order or Contract and to the fullest extent permitted by law, the aggregate liability of the Seller and its affiliates, to the Buyer, whether in contract, tort (including negligence) or otherwise: will be limited to the price stipulated in the Purchase Order or in contract; and shall exclude any indirect, consequential, special or economic loss, loss of profit, loss of use, loss of contracts, cost liability, damages or expenses howsoever arising.

#### **Article 6: Force Majeure**

1. In case of circumstances making it fully or partially impossible for one of the partners to fulfil their responsibilities as enacted in this contract, the partners confine themselves, by means of discussions, to find a solution that satisfies both sides.
2. None of the partners shall bear responsibility for being partially unable to fulfil their part of the agreement if this occurs because of inundation, fire, earthquake and other natural calamities, ulterior difficulties in the supply of raw materials, production or processing problems, difficulties in the shipping or transportation, embargo, acts of terrorism, armed conflicts etc.

**Article 7: REACH**

1. By sending Purchase Order, European Buyer confirms that it is aware of the Regulation of the European Parliament and of the Council concerning the Registration, Evaluation, Authorization and Restriction of Chemicals.

**Article 8: Code of Conduct**

1. Seller's Code of Conduct has been established to foster the highest ethics in its activity.

**Article 9: Confidentiality**

1. Prices, delivery terms, logistics chain, market activity, specifications, documents, intellectual property rights and other related data and information obtained by the Buyer from the Seller shall be held in strict confidence by the Buyer

**Article 10: Other conditions**

1. Neither the Buyer himself, nor a third party has the right to re-export the product delivered within the frames of the Purchase Order to other country than offered and confirmed by the Seller. If the Buyer acts against this paragraph, the Seller has the right to cancel the Purchase Order and cooperation with the Buyer without delay.
2. Any quotation, purchase order and Contract between the Parties and the present GTC shall be governed by Finnish law (unless otherwise expressly agreed), excluding its rules for choice of law and the application of the United Nations Convention on Contracts for the International Sale of Goods.
3. Any dispute, controversy or claim relating to or arising from any quotation, Purchase Order or contract and the present general terms and conditions or their breach, termination or validity and which has not been settled by the negotiations of the parties shall be finally settled in arbitration in accordance with the Rules of the Arbitration Institute of the Finnish Chamber of Commerce. Arbitration proceedings shall take place in Helsinki, Finland and be conducted in English. Alternatively, the Seller shall have the right to raise a claim against the Buyer in the Finnish Courts or at the Buyer's domicile as it may consider appropriate in order to collect the payment of the price.