

*Please note that this is an unofficial translation of the Finnish language version of the Terms and Conditions. In case of any discrepancies between the original Finnish version and this English translation, the Finnish version shall prevail.*

## **TERMS AND CONDITIONS OF PROCUREMENT**

### **General**

These terms and conditions of procurement (the **T&Cs**) apply to all receipt and procurement of Material (as defined below) by Kuusakoski Oy (Finnish business identity code 1589236-3) (**Kuusakoski**) and to all recycling services offered by Kuusakoski (**Services**). In these T&Cs:

- a) each person supplying Material to Kuusakoski or purchasing Services from Kuusakoski shall be referred to as the **Customer**;
- b) any and all material intended to be destroyed, recycled, or reused shall be referred to as the **Material**.
- c) Kuusakoski and the Customer shall be jointly referred to as the **Parties** and each separately as a **Party**;
- d) each agreement between Kuusakoski and a Customer shall be referred to as the **Agreement**.

If no separate written Agreement has been concluded, the offer or order confirmation sent by Kuusakoski together with these T&Cs and any Kuusakoski product or service-specific conditions referred to in the order or offer are considered to constitute the Agreement.

### **Material**

Kuusakoski processes, utilizes and / or hands over the Material in accordance with standard business practices in compliance with applicable laws and regulations. Title to and ownership of the Material is transferred to Kuusakoski on the earlier of the following: i) when the Material has been received by Kuusakoski (as indicated by a written acknowledgement of receipt by a representative of Kuusakoski, including a subcontractor's employee); or ii) when the Material has been paid by Kuusakoski. Unless otherwise stipulated in the applicable delivery term, the risk pertaining to the

Material passes to Kuusakoski when the Material is delivered to the relevant Kuusakoski site.

Unless expressly agreed otherwise, the Customer shall ensure that the Material contains no radioactive or radiating substances, explosives, combat equipment (e.g., arms, ammunition, cartridges, explosives) or parts thereof, infectious, toxic, or harmful substances or other material considered hazardous waste (together referred to as the **Prohibited Material**).

### **Services**

The scope and content of the Services are defined in the Agreement. Kuusakoski provides the Services in accordance with its normal business practices and processes. Kuusakoski has the right to use subcontractors. Kuusakoski shall be responsible for the performance of its subcontractors as it is for its own performance.

The Customer shall cooperate with Kuusakoski in order to ensure that the Services can be provided in accordance with the Agreement and without unnecessary difficulty or delay. The Customer shall ensure that its personnel (including personnel of subcontractors) follows the instructions given by Kuusakoski regarding the delivery of the Material.

### **Recycling bins**

Kuusakoski may provide recycling bins to the Customer for the purpose of collecting Material. All recycling bins delivered by Kuusakoski to the Customer remain the sole property of Kuusakoski and may be used only for the purposes of the Agreement. The recycling bins delivered to the Customer are at the risk and responsibility of the Customer. The Customer shall reimburse any damaged recycling bins to Kuusakoski.

### **Reporting, Pricing and Payment Terms**

Unless expressly otherwise agreed, the Material shall be received, classified, weighed, invoiced and / or credited and reported in accordance with the Kuusakoski general practices and price lists. Kuusakoski shall pay applicable credit to the Customer within 30 days from the date of the credit invoice (issued by Kuusakoski).

The Services are charged and invoiced afterwards with a fourteen (14) day payment term in accordance with Kuusakoski price lists. Interest

for overdue payments is charged in accordance with the Finnish Interest Act (633/1982, as amended). Kuusakoski has the right to require payment for the Services prior to providing the Services to the Customer.

The prices and credits offered by Kuusakoski for the Materials are based on the value of the Materials in normal market conditions. In case of exceptional changes in the values of the Materials, the Parties shall have the obligation to negotiate on revising the prices and credits (**Obligation to Negotiate**).

### **Claims**

If the Customer considers the credit and / or the Services incorrect, the Customer shall without delay and in any case no later than within fourteen (14) days from receipt of the credit invoice or the performance of the Services make all claims in writing regarding the Services and / or credit. If the Customer does not make the claims within the above-mentioned time limits, the Customer is deemed to have accepted the credits and / or Services.

### **Confidentiality**

The Parties undertake to keep confidential the Agreement and all trade secrets (including but not limited to prices and crediting criteria) obtained on the basis of the Agreement.

### **Limitations of Liability**

The Parties shall not be liable for any indirect or consequential damages based on or related to the procurement of the Material, the Services or the Agreement or the breach thereof. The total aggregate liability of Kuusakoski based on or related to the Agreement can not in any circumstances exceed EUR 10.000. The limitations of liability shall not apply to willful misconduct or gross negligence, personal injuries or damages caused by the Customer delivering Prohibited Material to Kuusakoski.

### **Privacy**

The Customer confirms that it has received and accepted Kuusakoski's [privacy policies](#). In case the Services require Kuusakoski to process personal data (as defined in the General Data Protection Regulation, GDPR) on behalf of the Customer, the Customer is obliged to notify Kuusakoski, and the

Parties shall sign a separate data processing agreement in accordance with the standard terms applied by Kuusakoski.

### **Early Termination**

Without limiting the rights of the Parties provided by law or otherwise, each Party shall have the right to terminate the Agreement without notice period, if:

- a) the Parties do not reach an agreement on changing the crediting and / or prices based on the Obligation to Negotiate after having negotiated for no less than 30 days;
- b) the other Party materially breaches the Agreement and fails to cure its breach without undue delay after having received a notice thereof;
- c) the other Party applies for, or becomes subject to, any insolvency proceeding or an immediate threat thereof; and / or
- d) a Party has faced a Force Majeure situation (as defined below) that has prevented or delayed the performance of the contractual obligations for more than thirty (30) days.

The early termination of the Agreement shall not release a Party from payment obligations accrued prior to the termination.

### **Force Majeure and Hardship**

In case of an event or circumstance which: i) is beyond a Party's reasonable control; and ii) could not have been reasonably foreseen at the time of entering into the Agreement (**Force Majeure**) prevents, delays or unreasonably hinders the Party in question from performing one or more of its obligations under the Agreement, the Party affected by the Force Majeure has the right to refrain from the performance for the duration of the Force Majeure (without obligation to compensate). The Party affected by Force Majeure shall immediately notify the other Party in writing of the Force Majeure. Kuusakoski has the right to invoke to Force Majeure as well in case its subcontractor has faced Force Majeure.

### **Choice of Law and Dispute Resolution**

The contractual relationship between Kuusakoski and the Customer shall be subject to the laws of

Finland, excluding any provisions and principles regarding choice of law.

Any dispute, controversy or claim arising out of or relating to the Services and / or the Agreement or the breach, termination, or validity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be Finnish. Kuusakoski shall also have the right to bring claims in public courts with respect to undisputed receivables from the Customer.

### **Amendments**

All deviations to the Agreement require express prior written consent of Kuusakoski. Kuusakoski accepts no terms or conditions that deviate from, or conflict with these T&Cs, unless a duly authorized representative of Kuusakoski has approved such terms and / or conditions in writing (for example in the Kuusakoski order confirmation). If these T&Cs and Kuusakoski specific terms and conditions applicable to individual Services (e.g., terms for Secure Destruction) are in conflict, the specific terms and conditions shall prevail.

Kuusakoski shall have the right to assign the Agreement to any of its group companies or to a third party that acquires the relevant business pertaining to the Agreement.

Kuusakoski shall have the right to amend these T&Cs at any time by notifying the Customer in writing. If the Customer opposes the amendments in writing within fourteen (14) days from the date when it received notification concerning the amendments, the Parties shall have good faith negotiations on the matter. If the parties fail to agree on the amendments, and if Kuusakoski refuses to continue the cooperation under the then-current version of T&Cs, each party shall have the right to terminate the Agreement with thirty (30) days written notice.