

1. Except to the extent otherwise agreed in writing by authorized representatives of each party, these general terms and conditions of purchase of goods and services ("Terms") shall apply, to the exclusion of any other general terms, to all purchases of goods and services by Munksjö AB or its Affiliate (as defined below) from the Seller (as defined below). These Terms can be found on Buyer's website www.munksjo.com. For the purposes of these Terms, the following definitions shall apply:
 - (i) "Buyer" shall mean Munksjö AB and/or any of its Affiliates purchasing the goods and/or services.
 - (ii) "Affiliate" shall mean any company which, directly or indirectly, controls or is controlled by or is under common control with Munksjö AB. Control means the power to direct management and policies through ownership, voting trusts, contract or otherwise.
 - (iii) "Seller" shall mean the seller of the goods and/or services.
2. A valid and binding contract shall be considered to be made between Buyer and Seller when (i) a purchase order from Buyer to Seller ("Order") is accepted by Seller in writing, (ii) Seller commences the performance of the Order, or (iii) Seller undertakes any other conduct that recognizes the existence of a contract between the parties with respect to the Order. All Orders are expressly and exclusively subject to and limited to the terms stated therein as well as these Terms. If any Order shall be deemed an acceptance of a prior offer by Seller, such acceptance is limited to the express terms contained in the Order and these Terms. However, an Order shall not operate as a rejection of Seller's offer unless it contains variances in the terms on the description, quantity, price, or delivery schedule of the goods or services. Any order confirmation from the Seller that differs from the Order and/or these Terms represents a new offer and is hereby rejected, unless it has been accepted by an authorized representative of Buyer in writing.
3. Purchase prices stated in the Order shall be binding and shall be the maximum amount due and payable by Buyer, unless otherwise agreed in writing. Purchase prices are inclusive of all extra charges, including charges for packing, containers, insurance and transportation, except as otherwise specifically provided in the Order. All taxes based upon and measured by sale, use or manufacture shall be shown separately on Seller's invoice.
4. Buyer shall have the right to make, from time to time, upon reasonable notice in writing, changes as to packing, testing, destination, specifications, designs, quantity and delivery schedule. Seller shall promptly notify Buyer when such changes affect the price or other terms and shall request written authorization modifying the Order accordingly. Claims for adjustments under this clause must be asserted in writing within 30 days from the date of receipt of the notification of the change(s).
5. Payment for goods and/or services covered by an Order will be made in the currency set forth in the Order. All payment periods and cash discount periods will be computed either from (i) the date of delivery of the goods or performance of the services ordered, or (ii) the date of receipt of correct and proper invoices prepared in accordance with the terms of the Order, whichever date is later. For purposes of determining whether payment has been made on time or whether the discount was earned, payment is deemed to be made on the date of postmark of Buyer's check or Buyer's transfer order. Upon reasonable notification to Seller, Buyer may withhold and deduct from any part of the price due under the Order all or any part of any damages resulting from any breach of the provisions of the Order or these Terms, or any other amount which Seller owes Buyer arising out of or related to the transaction covered by the Order, or which is otherwise due from Seller to Buyer.
6. Time of delivery as stated in the Order is of the essence. If Seller for any reason does not meet the time of delivery as to all goods or services ordered, Buyer reserves the right without liability to terminate the contract by notice to Seller as to stated goods not yet shipped or services not yet rendered, and to purchase substitute goods or services elsewhere and charge Seller with any loss sustained. In Seller for any reason does not meet the time of delivery as to all good or services ordered, Buyer also reserves the option to either approve any proposed revised delivery schedule, or reduce the total quantity covered by the Order by the amount of omitted shipments, and reduce the price pro rata without liability for any such revision or reduction. Deliveries made in advance of the delivery date set forth in the Order are prohibited without Buyer's prior written consent. Buyer shall have the option to accept or reject any shipments made in excess of or less than the quantity designated in the Order.
7. Except as otherwise expressly provided herein or in an Order, title to and risk of loss for all goods shipped by Seller to Buyer shall pass to Buyer upon delivery of the goods. Unless otherwise agreed by Buyer and Seller in writing, the term of delivery and all prices are DDP (latest effective version of Incoterms®) Buyer's plant or other place designated by Buyer in the Order.
8. Seller shall package the goods ordered properly to withstand handling, transport and storage conditions in accordance with industry standards and the nature of the goods, and in accordance with Buyer's instructions, if any. An itemized packing slip referencing Buyer's Order number must be enclosed with each shipment. Failure to provide packing slips may result in excusable delay in processing Seller's invoices. Buyer's count shall be accepted as conclusive on all shipments not accompanied by a packing slip.
9. Buyer has the right but not an obligation to inspect and test ordered goods and/or services at any time or place, including the period of manufacture, and to make final inspection and acceptance at Buyer's plant, notwithstanding any prior inspections or payments. Any payments, testing, inspection, review or acceptance of goods and/or services by Buyer shall not release the Seller from any of its obligations under these Terms or any Order.
10. All services rendered by Seller that do not constitute a work product shall be rendered with the necessary diligence and care of a professional service provider with specific expertise by carefully selected and respectively qualified, in particular professionally educated and continuously trained personnel and in line with best industry practice.
11. All goods delivered and works (*Werkleistungen*) performed by Seller shall be free from defect in design, workmanship and materials, shall conform strictly to applicable specifications, drawings, and approved samples, if any; to be fit and sufficient for the intended purpose as communicated by us, and to be performed in accordance with best practices in the relevant industry. Payments, inspections, tests, or acceptance of any goods or services shall not constitute a waiver of any breach of warranty. Buyer is entitled to the statutory rights in case goods delivered or works (*Werkleistungen*) performed by Seller are defective, unless set forth otherwise in these Terms or an Order.
12. The warranty period shall be 36 months.
13. In case of a defect Buyer may, at its option without waiving its right to damages, require prompt correction or replacement of the defective or nonconforming goods or works (*Werkleistungen*) on terms satisfactory to Buyer and at no costs to Buyer. The Seller shall, upon first demand, indemnify Buyer and hold Buyer harmless from and against any and all liability or claims of third parties based on the manufacture, delivery, storage, or use of the delivered goods (*Produkthaftung*). The above indemnification shall not apply if the claim is based on Buyer's or Buyer's employees', executive bodies' and vicarious agents' (*Erfüllungsgehilfen*) intentional or grossly negligent breach of duties.
14. In case Buyer or Seller shall be unable or fail at any time to fulfil its obligations under the contract (including these Terms) as a result of fire, explosion, accident, strike, lockout, flood, drought, embargo, war (whether declared or not), riot, act of God or the public enemy, act of terrorism, action of any governmental authority or any other contingency, delay or failure or other cause beyond the control of the party affected, the party shall not be liable to the other party for failure to fulfill such obligations during the period of such disability. The delay or other non-performance of a sub-contractor shall be regarded as force majeure only if it is caused by a circumstance constituting force majeure hereunder. The party wishing to claim relief by reason of any of the aforesaid events shall immediately give the other party a notice in writing of the cause and estimated duration of the delay.

15. Buyer may cancel any Order placed by Buyer or any contract made pursuant thereto at its option: a) without liability of any kind and without waiving any other rights or remedies, including any right to damages, which Buyer may have at law or in equity, upon the occurrence of any one of the following events: (i) Seller's insolvency; (ii) the appointment of a receiver for Seller; (iii) an assignment by Seller for the benefit of creditors; or (iv) in Buyer's reasonable judgment, the inability of Seller to perform; or b) at any time, but in the absence of an event described in (a) or of a default, Buyer shall pay Seller its reasonable costs incurred in processing the Order up to the date of termination.
16. When work under any Order is performed on Buyer's premises, Seller (i) shall observe any safety practice required by law or by Buyer; and (ii) agrees to indemnify and protect Buyer against all liability for injury or damages to any person or property arising therefrom.
17. All information and materials including but not limited to drawings, specifications, artwork, data or the like furnished by Buyer shall remain the property of Buyer and shall be used by Seller only for performance of the Order and shall be held in strict confidence. All materials, equipment and other supplies furnished by Buyer on consignment for processing, repairs or other reasons shall remain the property of Buyer. Seller shall return all such items to Buyer at the conclusion of the work in good condition or otherwise dispose thereof on Buyer's instructions at Seller's expense.
18. Seller shall maintain all necessary permits, licenses, registrations and filings needed for its operations and delivery of the goods and/or services to Buyer. Seller represents and warrants that Seller, its affiliates, officers, directors, employees, agents, subcontractors, consultants, and representatives will perform all of their obligations under these Terms and any Order in compliance with all (a) applicable laws and regulations, as may be amended or implemented from time to time, including, without limitation, those pertaining to anti-corruption (example: UK Bribery Act 2010 and U.S. Foreign Corrupt Practices Act), competition, regulation of trade, environment (example: U.S. Lacey Act. 16 U.S.C. 3371, et seq. and the European Regulation 995/2010), transportation, safety, health (example European Regulation 1907/2006 REACH and the United States Chemical Control Law known as "TSCA"), customs, and employment that apply to Buyer, Seller, either party's business, and the goods and/or services to which these Terms and/or any Order relate; and (b) standards of business conduct that are consistent with Buyer's Supplier Code of Conduct located on Buyer's website at <http://www.munksjo.com>. Seller promptly shall provide Buyer with any documentation and/or certifications reasonably requested by Buyer for compliance purposes.
19. Seller warrants that Seller and its sub-contractors comply with the obligations set forth in the German Minimum Wage Act (*Mindestlohngesetz*) and, if applicable, the German Employee Secondment Act (*Arbeitnehmerentsendegesetz*). Seller shall make available anonymized payroll information evidencing such compliance upon Buyer's written request. Seller shall indemnify and hold Buyer harmless in the event of any costs, loss or damage resulting from a breach of such laws by Seller or its sub-contractors. Breach of this clause shall be deemed to be a material breach of the Order or any contract made pursuant thereto entitling Buyer to immediate termination without liability to Seller for such termination.
20. Seller will deliver a current and complete Material Safety Data Sheet ("MSDS") to Buyer before or at shipment of any goods that require such MSDS. Seller shall maintain in force adequate workmen's compensation, commercial general liability and property damage insurance coverage from an internationally recognized and reputable insurance company to cover the Seller's obligations under any Orders. Seller agrees upon request to furnish a certificate from its insurance carrier showing such insurance coverage acceptable to Buyer.
21. If waste is produced by Seller in connection with the performance by Seller hereunder, Seller shall salvage or remove the waste at its own expense pursuant to the provisions of the applicable regulations on waste disposal. Ownership, risk, and responsibility under such regulations shall transfer to Seller at the time when the waste is produced.
22. Unless the parties otherwise agree in a separate written agreement, the Buyer shall own any new IPR relating to the usage of any goods ordered in Buyer's production process, the Buyer's end products and their applications or the services which is jointly created by the parties or by either party in connection with the testing and usage of the goods in the Buyer's production process or the performance of the services to Buyer, and Seller shall cooperate with Buyer and promptly take any actions required or as requested by Buyer to fulfill the purpose of this section.
23. Seller shall not assign or sub-contract under any circumstances, in whole or in part, its rights or obligations under any Order or any contract made pursuant thereto, without the prior written consent of Buyer. Any such assignment without the written consent of Buyer shall, at Buyer's option, be void. When consent to sub-contract is given, Seller shall be responsible for any and all acts and omissions of its sub-contractors. Buyer shall be permitted to assign its rights and obligations hereunder to any of its Affiliates or to any successor to its business by merger or consolidation or to any party acquiring substantially all of the assets of Buyer's business.
24. Buyer's exercise of any option or its failure to exercise any rights hereunder shall not constitute a waiver of its rights to damages for breach of contract and shall not constitute a waiver of any subsequent failure, delay or breach by Seller.
25. During the term of the contract and thereafter for a period of five (5) years, Seller shall keep in strictest confidence all Confidential Information or trade secrets received from Buyer in connection with this contract and not use said Confidential Information or trade secrets for any other purpose than the implementation of the contract. "Confidential Information" shall mean Buyer's or an Affiliate's confidential and/or proprietary information, such as technological and technical knowledge, expertise, experience, know-how, inventions, samples, data, instructions, product data, techniques, processes, drawings, specifications, economic information and other information, which is marked or notified as being confidential or would, in the exercise of reasonable judgment under the circumstances be considered Confidential Information. The obligations referred to herein shall not apply to Confidential Information, which Seller by written records can demonstrate (i) was in its possession prior to the first receipt thereof from Buyer and/or (ii) which at the date hereof or thereafter becomes a matter of public knowledge without breach of this contract and/or (iii) which is obtained from a third party under circumstances permitting its disclosure to others. No right or license, express or implied, to Buyer's Confidential Information or trade secrets is granted or assigned to Seller hereby. Nothing in this section shall restrain Seller from disclosure of Confidential Information to the extent that such disclosure is required by law or applicable securities markets rules and regulations.
26. Seller shall not be entitled to use Buyer as a reference without Buyer's prior written consent.
27. These Terms as well as any other terms and conditions that form the contract for the purchase of the goods or services hereunder shall be interpreted and construed in accordance with the laws of the domicile of Buyer, without, however, giving effect to the rules on conflict of laws within such jurisdiction.
28. All disputes arising out of or in connection with the purchase of goods or services hereunder shall be finally settled by arbitration. The arbitration shall be governed by the Commercial Arbitration Rules of the American Arbitration Association for disputes governed by U.S. law, and in all other cases the Rules of Arbitration of the International Chamber of Commerce. The arbitration proceedings shall be conducted in the English language by one or more arbitrators appointed in accordance with such rules and the place of arbitration shall be the domicile of Buyer.
29. The provisions of these Terms are intended to be severable. If any provision or part thereof is held invalid, then the rest of the Terms shall remain in full force and effect.
30. Except for a specific written contract duly signed by authorized representatives of Buyer and Seller, the accepted Orders, these Terms and any documents identified therein constitute the entire agreement of Buyer and Seller concerning the sale and purchase of the goods or services identified therein.