

## CONDITIONS OF PURCHASE

### 1. Scope

These conditions shall form part of the Purchase Agreement and apply to all orders unless otherwise agreed in writing in individual cases. Any conflicting or deviating delivery conditions of the contractor, or other restrictions of the supplier, are not recognised, unless otherwise agreed in writing. Payment or acceptance of the service or delivery is not regarded as acceptance of the conditions of the supplier.

### 2. Formal requirements

- 2.1 The purchaser's full order number/reference number must be stated in all documents. Quotes must be made in writing, free of charge, and do not constitute any obligation for Sachtleben. They are to be addressed to the Sachtleben purchasing department.
- 2.2 Orders and changes to orders are only binding if they are submitted in writing or confirmed in writing by the purchasing department.
- 2.3 Invoices are to be sent to Sachtleben Pigments Oy Titaanitie FI-28840 Pori Finland separately from the delivery of the goods or the provision of the service. Invoices, which do not contain the details mentioned above in Art. 2.1 are regarded as incorrect and shall not become due. A due date shall only come into effect after receipt of a completed version of the invoice.
- 2.4 The agreed conditions of payment shall apply.
- 2.5 If applicable, the supplier must enclose with the delivery an updated safety data sheet pursuant to EC Directive 91/155 EEC.

### 3. Delivery time and place

- 3.1 Deliveries must be made on the factory premises, at the specified place, at the agreed time, in accordance with the valid safety regulations.
- 3.2 If delivering hazardous materials as well as substances, preparations and products which are subject to the Finnish chemical legislation, the supplier or its subcontractor's must observe the valid legal and official safety regulations. All suppliers have to attend a security and safety instructions training before delivering to the factory premises.
- 3.3 If the supplier fails to deliver within the agreed delivery period, he shall be liable according to the legal provisions. This shall not affect any agreed contractual penalty (fine) in the event of delayed delivery. Any agreed contractual penalty can be asserted up to the due date of the final payment without requiring an express reservation.
- 3.4 The supplier must inform the purchasing department immediately in writing about any delays and exceeding of the agreed delivery period, stating the reasons and the length of the delay. Standard clauses are to be interpreted according to the valid Incoterms.

### 4. Packing and Transportation

- 4.1 The ordered goods are to be packed appropriately and professionally so as to ensure that no damage, corrosion, contamination or changes occur during transportation and warehousing. The type of packaging and its stackability must be specified in due time prior to transportation and requires the approval of Sachtleben. Approval of the type of packaging shall not release the supplier from his obligation to handle the ordered goods with care. The legal provisions, safety regulations, accident prevention regulations and the agreed technical specifications must be observed. Any protective equipment required must also be supplied. A delivery slip and packing slip must be enclosed.
- 4.2 The purchaser's order number/reference number and the contents of the packing shall be clearly marked, in a weather proof way, both to the packings and the related documents.

### 5. Warranty

- 5.1 The supplier shall warrant, in accordance with the legal provisions, that the goods feature the agreed or guaranteed characteristics of state, are suitable for the use specified in the Agreement, and comply with the latest official regulations, the Finnish and European product and equipment safety legislation, the respectively valid safety requirements as well as the occupational safety and accident prevention regulations.
- 5.2 If the ordered item does not comply with the specifications, the purchaser can demand either rectification, i.e. repair of the fault or the delivery of an item free from defects, cancel in accordance with the legal provisions, reduce the purchase price or demand compensation or reimbursement of the expenses.
- 5.3 In the case of acceptance of guarantee for the quality or life of the delivery item, the purchaser can also assert the same arising from the warranty in addition to the above mentioned claims.
- 5.4 The legal limitation periods shall apply unless otherwise agreed. In the event of a notice of defects, the limitation period shall be extended by the period of time between the notice of defects and removal of the defects. If the delivery items are reconditioned, the limitation period shall begin again; if some parts are reconditioned, this shall apply to the reconditioned parts.

### 6. Insurance

Sachtleben will take out transport insurance. Items on loan are to be insured by the supplier.

### 7. Other provisions

- 7.1 The place of fulfillment is the receiving office specified in the order. The place of jurisdiction is district court of Satakunta, Finland. The law of Finland shall apply.
- 7.2 Rights and obligations of the supplier may only be transferred to third parties with prior written consent.
- 7.3 If the application is made for insolvency proceedings on the supplier's assets, we can rescind the unfulfilled part of the contract.
- 7.4 Providers of construction work services must present a certificate pursuant to Section 5 of the Finnish Act on the Contractor's Obligations and Liability when Work is Contracted Out (1233/2006).
- 7.5 Should individual provisions of these conditions of purchase be ineffective, the legal provisions shall apply.