

## Neste Markkinointi Oy's Sales and Delivery Terms for Businesses (1/22)

### 1 General

- 1.1 These Neste Markkinointi Oy's Sales and Delivery Terms for Businesses (hereinafter "**the Sales Terms**") are applied to the sales and delivery of Neste Markkinointi Oy's products and services to businesses.
- 1.2 The order of priority of the contractual documents in case of inconsistency is such that the Sales Terms have priority right after the main contract document prior to any other appendices, unless stated to the contrary in the Contract.

### 2 Definitions

In the Sales Terms:

- 2.1 "**Weekday**" refers to any day between Monday to Friday (these days included), excluding all Finnish religious holidays as well as Finnish Independence Day (December 6<sup>th</sup>), Christmas Eve, Midsummer Eve, and May Day.
- 2.2 "**The Customer**" means the business who is buying a Product from the Seller.
- 2.3 "**The Customer Service**" means the Seller's Customer Service whose contact information and service hours are available on the Seller's Website. The Seller will record all calls placed to the Customer Service to enable, for instance, checking of order data in case of a complaint.
- 2.4 "**In Writing**" means also documents and other records in electronic format, such as e-mails.
- 2.5 "**Law**" means all applicable laws, decrees, statutes, and regulations (such as EU Decrees and Directives) and all stipulations, decisions, and instructions by competent courts of justice and authorities (in any jurisdiction).
- 2.6 "**The Seller**" means Neste Markkinointi Oy (Business ID 1626490-8).
- 2.7 "**The Seller's Website**" means the Seller's website at [www.neste.fi](http://www.neste.fi).
- 2.8 "**Contracting Party**" or "**Contracting Parties**" mean the Customer and the Seller alone or both together.
- 2.9 "**Contract**" means a contract or commitment, including any appendices, between the Contracting Parties on the Product.
- 2.10 "**Specifications**" means (i) the analysis values the Product shall meet at the minimum and/or (ii) typical values in manufacturing of the Product, and that the Seller has laid down in the Product's product specification. Compliance with the typical values may not be achieved in the case of each product batch. Product specifications are available on the Seller's Website or from the Seller on request.
- 2.11 "**Offer**" means an offer on a Product issued by the Seller in Writing or verbally.
- 2.12 "**Order**" means an order regarding a Product submitted by the Customer in Writing or verbally.
- 2.13 "**Product**" means the product and/or related service the Seller is selling to the Customer.
- 2.14 "**Minimum Delivery Quantity**" means the minimum amount of Products the Seller will deliver to the Customer without charging an extra fee. The Minimum Delivery Quantity is Product-specific.
- 2.15 Additional information on how the Seller records calls placed by Customers, Products, prices, delivery fee, extra charges applied by the Seller, Product-specific Minimum Delivery Quantities and extra charges in case the delivered quantity does not comply with the Minimum Delivery Quantity is available on the Seller's Website and via the Customer Service.

### 3 Conclusion of Contract

- 3.1 A Contract enters into force when both Contracting Parties have legitimately signed it or when the Customer has approved a binding Offer. A Contract on a one-time deal enters into force when the Seller has approved an Order or the Seller has actually started to carry out an Order. Any terms differing from the terms included in the Offer that the Customer has included in the Order only apply if the Seller has expressly in Writing approved the Customer's terms in advance.
- 3.2 The Customer shall approve or reject each Offer by the deadline specified in the Offer or, if there is no such deadline in the Offer, within ten (10) Weekdays of the Seller having sent the Offer. If the Customer approves the Offer, the Offer is considered approved as is. If the Customer fails to notify the Seller of its approval by the deadline as specified above, the Customer shall be considered to have rejected the Offer, at which time the Offer (also including binding offers) is no longer binding on the Seller.

#### 4 Contract validity

- 4.1 A Contract enters into force when the conditions on conclusion of Contract listed in Clause 3 are met and, unless the Contracting Parties have agreed to the contrary in Writing, will remain in force until further notice for a maximum period of two (2) years and with a mutual term of notice of six (6) months. The validity of a Contract on a one-time deal ceases when both Contracting Parties have met their contractual obligations.

#### 5 Product quality

- 5.1 The Seller guarantees that the quality of Products at the time of delivery complies with at least the Specifications. The Seller does not offer any other Product guarantee, neither explicit nor implicit, nor can the Seller be held liable for the Product's fitness for a particular purpose nor for any purpose for which the Products or similar products are usually used.

#### 6 Modifying products

- 6.1 During the validity of the Contract, the Seller has the right to switch or discontinue Products or revise their Specifications by submitting a notice to that effect on the Seller's Website or in a similar manner at the latest one (1) month prior to entry into force of the modifications. The Seller also has the right to revise the prices of switched or modified Products.
- 6.2 The Seller has the right to apply any Product changes that will not change the Product's Specifications without informing the changes to the Customer.
- 6.3 The Customer has the right to terminate the Contract with a prior notice, effective on the date the modifications enter into force, if the Customer does not approve the modifications laid down in Clause 6 .

#### 7 Pricing principles and price revisions

- 7.1 The selling price of Products shall be the currently valid price of the Seller for the Product in question on the date of delivery, unless expressly agreed to the contrary by the Seller and the Customer in Writing. The selling price of lubricants and chemicals shall be the currently valid price of the Seller for the Product in question on the date of Order.
- 7.2 The selling price of liquid fuel tank deliveries consists of the product price and the delivery fee. The delivery fee is order-specific. If the tank truck has to be transferred when unloading the product to more than one tank, the Seller shall charge a delivery fee for every instance of truck transfer.
- 7.3 The Seller has the right to freely revise its daily selling price and/or the pricing basis without informing the Customer.
- 7.4 If the Contracting Parties have expressly in Writing agreed that the price of a Product is a price other than the Seller's currently valid selling price, the Seller has the right to revise the agreed selling price and/or pricing basis at its own discretion by submitting a notice to that effect in advance to the Customer.
- 7.5 The Customer has the right to terminate the Contract with a prior notice, effective on the date the revision enters into force, if the Customer does not approve the revision laid down in Clause 7.4 .
- 7.6 Furthermore, also without informing the Customer, the Seller has the right to revise the agreed selling price (i) due to pricing-related issues the Seller is unable to influence, such as changed exchange rates, Laws, tax-like charges, taxation policies, or international acquisition prices of raw materials or products, or (ii) if changes occur in production, shipping, or transport costs or the general cost level. The Seller shall apply the new prices immediately after the change having become effective.
- 7.7 The selling price does not include the value added tax applicable at the time of delivery nor any other extra charges based on the Law, such as oil waste charges applied to lubricants. The currently valid value added tax and any extra charges based on the Law shall be added to the selling price in connection with invoicing; they shall be visible in the invoice used to charge the selling price. The value added tax and any other extra charges based on the Law shall be paid in compliance with the terms of payment laid down in the Contract simultaneously with the selling price.
- 7.8 Additions that comply with the Seller's regular policy may be added to the selling price on a case-by-case basis.

#### 8 Term of payment

- 8.1 The term of payment is fourteen (14) days from the invoice date, unless the Seller and the Customer have expressly agreed otherwise.
- 8.2 The Seller is entitled to one-sidedly change the agreed term of payment if the credit risk related to the Customer has increased according to the Seller's estimate. The credit risk has increased at least when (without excluding other reasons and situations) the Customer's credit rating has decreased. The Seller will notify the Customer in advance of the change in the term of payment.

- 8.3 Should the Customer not accept the change of the term of payment according to Section 8.2, the Customer is entitled to terminate the Contract as of the time when the change takes effect by announcing this to the Seller in advance.
- 8.4 Invoicing shall be carried out in compliance with the quantity stated in the consignment note.
- 8.5 Penalty interest of 16% per annum shall be paid for delayed payments, starting from the due date. Furthermore, the Customer is obligated to pay any payment reminder or debt collection charges in force at the time in question.
- 8.6 In case any of the Seller's receivables from the Customer is overdue and unpaid, all of its receivables from the Customer shall fall due for payment immediately, regardless of the agreed due dates or the due dates shown on the invoices, if the Seller so requests in Writing.
- 8.7 The invoicing currency shall be the euro.
- 8.8 The Customer commits to paying all invoices based on the Contract in full, and the Customer does not have any right to reduce or set off any payments based on counterclaims or complaints.
- 8.9 The Seller has the right to request acceptable collateral from the Customer prior to delivery or as the collateral for a delivery lot that has already been delivered but has not yet been paid. The Seller is not obligated to deliver the Product before acceptable collateral has been set. The Seller has the right to charge from the Customer reasonable costs arising from processing of the collateral.

## 9 Invoicing

- 9.1 The Customer has the right to select e-invoicing in which case the Seller shall send all invoices to the Customer's e-invoicing operator in electronic format. The Customer shall process and pay each invoice by the due date and verify that the forwarding details given by the Customer are correct. The Seller assumes no responsibility for data transfer between the Customer and its operator or for any losses caused by any problems in such data transfer. The Customer shall submit any changes to the forwarding details in Writing to the Customer Service at the latest fourteen (14) Weekdays prior to their entry into force. E-invoicing starts when the forwarding details have been entered in the Seller's systems; however, not before the Customer's operator has established the necessary routing. The Seller reserves the right to spend a reasonable amount of time on processing the forwarding details. Additional information about e-invoicing is available at [www.neste.fi/verkkolasku](http://www.neste.fi/verkkolasku) or by contacting the Customer Service.
- 9.2 The Seller charges the currently valid extra fee for account management and/or invoicing.

## 10 Order

- 10.1 The Seller shall deliver Products based on Orders or as automatic deliveries if the Contracting Parties have expressly agreed on automatic deliveries in Writing. The Customer can place an order on the Seller's Website, on the Seller's extranet, or in the Customer Service.
- 10.2 Always without liability for damage, the Seller is entitled to reject the Order by announcing this to the Customer in three (3) Weekdays from receiving the Order.

## 11 Lead time

- 11.1 The Seller's regular lead time for fuels is a maximum of six (6) Weekdays or, in the case of specific areas mentioned on the Seller's Website, eight (8) Weekdays from the reception of an Order.
- 11.2 The regular lead time for bulk and IBC container deliveries of lubricants and chemicals is a maximum of ten (10) Weekdays from the reception of an Order. Piece goods shall be delivered to the Customer with a lead time of a maximum of seven (7) Weekdays from the reception of an Order.
- 11.3 The Seller usually delivers Products on Weekdays.
- 11.4 The Seller may, at the Customer's request, deliver a Product faster than in the regular lead time, provided that the Product is available. Deliveries with an atypical lead time require special arrangements, and thus the Seller will charge the currently valid express delivery fee for any delivery delivered faster than in the regular lead time and/or the currently valid holiday delivery fee if the Customer has requested a delivery on a day that is not a Weekday.
- 11.5 If the Seller is unable to meet its contractual obligations due to a force majeure event as laid down in Clause 24, the lead time shall be extended by the validity period of the force majeure event.

## 12 Delivery quantities

- 12.1 The Seller has determined Minimum Delivery Quantities for its Products.

- 12.2 The Seller can deliver smaller quantities by request of the Customer. However, the currently valid extra fee shall be added to the price of such deliveries. In the case of fuels, packaged lubricants and vehicle chemicals, the said extra fee shall be the minimum delivery fee. In the case of lubricants and bulk deliveries of vehicle chemicals, the Customer shall pay the actual transport costs.
- 12.3 The Customer is obligated to inspect the status of its tanks prior to ordering a Product to verify that there is sufficient room to store the ordered Products.
- 12.4 If the ordered quantity of a Product cannot be stored in the Customer's tank, the Seller has the right to revise the unit price of the ordered Product to comply with the actual quantity delivered and also charge the Customer the currently valid minimum delivery fee, the transport costs arising from the returning of the Products, and any other additional expenses of the Seller.
- 12.5 The Seller's delivery may be 10% larger or smaller than the quantity stated in the Order. Invoicing shall comply with the actually delivered quantity.
- 12.6 If the Seller delivers less than 90% of the quantity stated in the Order due to a reason not attributable to the Customer and at least 400 liters of fuel is missing from the delivery, the Seller shall deliver the missing quantity as an additional delivery.

### 13 Delivery site

- 13.1 The Customer shall verify that there is a road to the delivery site and the road is in such condition that a delivery truck can use it safely and without damaging the road. In the wintertime, the road and the discharge site shall be sanded and ploughed or shoveled so that they are free of snow. If the delivery truck must drive slower than normal when entering or exiting the unloading site due to the location of the unloading site, the Seller has the right to charge the Customer any additional costs arising to the Seller.
- 13.2 The Customer shall verify that the Seller is given in the Order specific unloading instructions and that the unloading site, equipment, tanks and their placement comply with the Laws and the Contract and the person delivering the Product can easily reach them.
- 13.3 If the discharge site is located at a height of more than 1.5 meters (4.9 ft), the site shall be equipped with a filling platform of at least 1 x 1 meters (3.3 x 3.3 ft) that is equipped with railings. If the filling platform is at a height of more than 0.5 meters (1.64 ft), there shall be steps with a railing to the platform.
- 13.4 Delivery sites for gas products shall always be at street level.
- 13.5 The filling openings in all tanks shall be clearly marked to avoid mixing Products.
- 13.6 The Seller has the right to refuse Product deliveries and terminate the Contract without being in breach of Contract if a delivery site does not comply with the contractual terms, the delivery truck or the Seller's employee delivering Products is unable to reach the unloading site safely, or if there are any other defects endangering safety at the unloading site.

### 14 Term of delivery

- 14.1 The term of delivery applied to bulk products is TOP Asiakkaan säiliön purkuliitin FIN01 (Products are delivered to the unloading connector of the Customer's tank). The term of delivery applied to piece goods is TOP Asiakkaan lastauslaituri FIN01 (Products are delivered to the Customer's loading bay).

### 15 Property and risk

- 15.1 The property and risk of a Product shall be transferred from the Seller to the Customer when the Product has been delivered.

### 16 Trade Sanctions

- 16.1 **"Sanctioned Person"** (whether capitalized or not) means a natural person, or a corporate or unincorporated body (whether or not having separate legal personality) ("Person") that is either: (a) designated, blocked, or otherwise identified under any Sanctions Laws; (b) owned fifty percent (50%) or more (whether individually or in the aggregate), controlled by, or acting on behalf of one or more Sanctioned Person(s); (c) any individual or entity that is in a country that is the target of a comprehensive trade embargo implemented under any Sanctions Law; or (d) the government of any country referred to in (c);
- "Sanctions Laws"** means any law, regulation, order or directive which imposes trade sanctions (including, without limitation, asset blocking/freezing, trade embargoes, and other financial restrictions) against countries, individuals or entities on grounds whether pursuant to United Nations Security Council Resolutions or on an autonomous national or

regional basis, including, without limitation: (a) sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department or by the U.S. Department of State; (b) sanctions or restrictive measures imposed by the European Union or its Member States; (c) sanctions or restrictive measures imposed by Her Majesty's Treasury of the UK; or (d) similar laws, regulations, orders and directives of other jurisdictions, but only to the extent such other jurisdictions under this sub-article (d) are applicable.

- 16.2 Where not in conflict with the provisions of Clauses 16.4 or 16.5, it is a condition of the Contract that the Customer shall neither, whether directly or indirectly, import, sell, transfer, transport or otherwise provide the Product to any Sanctioned Person or to any Person in any destination, which at the time of such action is inconsistent with, penalised, prohibited or exposes the Seller to any risk of punitive measures either under Sanctions Laws or the laws of the country in which such Product was produced or contrary to any regulation, directive or guideline applied by the government of that country or any relevant agency thereof. The Customer shall keep itself informed of all laws (including Sanction Laws), regulations, rules, directives or guidelines.
- 16.3 The Customer represents that neither it nor any of its Affiliates or its or their respective officers or directors is a Sanctioned Person.
- 16.4 Notwithstanding anything to the contrary elsewhere in the Contract nothing in the Contract is intended, and nothing herein should be interpreted or construed, to induce or require either Contracting Party hereto to act in any manner (including failing to take any action in connection with a transaction) that is inconsistent with, penalised, prohibited or exposes such Contracting Party to any risk of punitive measures under Sanctions Laws.
- 16.5 Notwithstanding anything to the contrary elsewhere in the Contract nothing in the Contract is intended, and nothing herein should be interpreted or construed, to induce or require either Contracting Party hereto to comply with any international boycott, if compliance or agreement to comply therewith could violate anti-boycott laws or regulations applicable to a Contracting Party or its Affiliates.
- 16.6 In addition to any other rights hereunder or under the applicable laws the Seller has, in the event of any breach or failure to comply with any of the conditions, representations and undertakings set forth in this Clause 16, Seller may, by notice to Customer and without prejudice to Seller's other rights and at Seller's sole discretion, terminate the Contract or suspend delivery under the Contract until further notice, or decline to commence or complete loading hereunder.

## 17 Complaints and notices

- 17.1 Any complaints regarding an invoice shall be submitted within seven (7) days of the invoice date. Any complaints submitted after this deadline may be disregarded.
- 17.2 Complaints about a Product or a delivery shall be submitted within six (6) days of the Product delivery. Any complaints submitted after this deadline may be disregarded.
- 17.3 The Seller has the right to charge a fee covering, as a minimum, the expenses incurred to the Seller for processing an unfounded complaint.
- 17.4 The Customer shall deliver all notices pertaining to a Contract in Writing in Finnish, Swedish, or English to the contact person given by the Seller using the contact information given by the Seller.
- 17.5 The Seller shall announce any revisions of the Sales Terms on the Seller's Website or submit a notice of the revision directly to the Customer using the contact information given by the Customer.

## 18 Health, safety, and the environment

- 18.1 Material safety data sheets and product specifications can be printed from the Seller's Website. The Seller will also deliver these documents to the Customer by request. The Customer commits to, prior to taking a Product into use, studying the specifications and verifying that all of its employees, subcontractors, and other parties who will be handling the Product have studied the Product's material safety data sheet and other important HSE-related information about the Product and its use. The Customer commits to handling and using Products with sufficient care.
- 18.2 The Customer shall verify that it has all the permits required to handle and store the Products and the Products are stored with care and in compliance with applicable Laws.
- 18.3 Unless stated to the contrary in imperative legal provisions, the Seller cannot be held liable for any losses, damage to property, environmental damage, or personal injury caused by disadvantages characteristic of a Product.

## 19 Liability for delays, defects, and other damage

- 19.1 If a Product is defective, the Seller has the right, at its own discretion, to replace the Product in question, reduce the price paid by the Customer, or - in the case of a material defect - return the selling price paid by the Customer. The Seller is

obligated to compensate the Customer for any direct losses caused by a defect in the Product, but the compensation to be paid to the Customer shall be limited to the selling price of the Product batch in question.

- 19.2 The Customer does not have the right to return or replace flawless Products.
- 19.3 If the delivery of a Product is delayed due to a reason attributable to the Seller, the Seller shall be held liable for any direct damage caused to the Customer by the delay. The compensation to be paid to the Customer shall, however, be limited to the selling price of the Product batch in question.
- 19.4 If the delivery of a Product is delayed or prevented due to the action or omission of the Customer, the Seller has the right to charge the Customer for any additional costs arising from the delay. In such a case, the Seller cannot be held liable for the Product delay or related costs, even in part.
- 19.5 The Contracting Parties cannot be held liable for any consequential damage caused by a breach of contract, such as lost profits or damage to property other than the sold Products.
- 19.6 The Customer shall be held liable to the Seller, the Seller's Group companies, and the Seller's employees for any obligations, losses, expenses and other reasonable expenses arising from third-party claims pertaining to a Product that focus on a date after the delivery date of the Product in question (including claims pertaining to Product characteristics, handling of the Product, its use, its storage, its transport, and its disposal).
- 19.7 The limitations of liability laid down in this Contract only apply to each of the Contracting Parties if (i) the Contracting Party has not caused the damage with intent or by gross negligence, (ii) the limitation of liability is possible according to law, and (iii) the Contracting Party has not caused the damage by committing a punishable act.

## 20 Hardship

- 20.1 In individual cases, the Seller has the right to refrain from compliance to a contractual term included in the Contract that would call for unreasonable sacrifices (commercial impracticability) from the Seller when compared to the benefits received by the Customer.
- 20.2 If compliance with this Contract becomes unreasonable to either of the Contracting Parties due to conditions that have changed since the signing of the Contract, the Contracting Party who considers the situation unreasonable has the right to request negotiations and both Contracting Parties are obligated to negotiate on eliminating the unreasonable conditions. If the Contracting Parties fail to reach an agreement in such mutual negotiations within two (2) months of the date on which the Contracting Party who has claimed unreasonableness submitted a request for negotiations in Writing, both of the Contracting Parties have the right to terminate this Contract with a period of notice of six (6) months.

## 21 Assigning the Contract and subcontracting

- 21.1 The Customer does not have the right to assign a Contract or an Offer to any third party without the prior consent of the Seller.
- 21.2 The Seller has the right to freely assign its contractual rights. Furthermore, the Seller has the right to assign a Contract, an Offer, or an Order, in full or in part, to a Group company of the Seller or a third party to whom the business to which the Contract, Offer, or Order is related or a part thereof is transferred, by submitting a notice to that effect to the Customer.
- 21.3 The Seller has the right to use subcontractors when meeting its contractual obligations. In such a case, the Seller shall be held liable for the subcontractor's work performance as for its own.

## 22 Revising the Sales Terms

- 22.1 The Seller has the right to revise its contact information by submitting a notice to that effect to the Customer as laid down in Clause 17 .
- 22.2 The Seller has the right to revise the Sales Terms at its discretion. The revised Sales Terms shall apply to the business conducted by the Contracting Parties one (1) month after the Seller having submitted a notification of the change to the Customer in the manner laid down in Clause 17 .
- 22.3 In case the revised Sales Terms would materially increase the Customer's obligations or would otherwise be unreasonable to the Customer, the Customer has the right to terminate the Contract, effective on the date the change enters into force, by submitting a notice to that effect to the Seller in advance.

## 23 Confidentiality

- 23.1 The Customer commits to keeping in confidence all confidential materials submitted to the Customer by the Seller or its representative and not to using the materials for any purposes other than those based on a Contract or an Offer. The

Customer commits to protecting the confidential materials handed over to it in the same manner as it protects its own confidential materials and at a minimum using the regular practices used to protect confidential information.

- 23.2 The term "confidential materials" refers to any materials and information (such as any data or information regarding the business plan, financial status, budget, products, services, product development, inventions, research results, intellectual property, marketing, and customers/principals/partnerships of the Seller or a Seller's Group company, and any other issues related to the business of the Seller or a Seller's Group company, including received Offers and Contracts) that the Seller or its representative discloses or reveals to the Customer or its representative, regardless of whether the confidential materials are in Writing, verbal, or in another format.
- 23.3 The non-disclosure obligation does not apply to any data or materials (i) that are publicly available or otherwise public knowledge, (ii) that the Customer has lawfully received from a third party without any non-disclosure obligation, (iii) that were lawfully in the Customer's possession without any confidentiality obligations before the Seller or its representative disclosed them to the Customer, (iv) that the Customer has independently developed without using any confidential materials submitted by the Seller or its representative in the development work, or (v) that needs to be revealed by virtue of the Law or stock exchange rules and regulations, provided that the Customer has negotiated about this with the Seller.
- 23.4 The Customer commits to either returning confidential materials to the Seller or destroying them without undue delay when the Contract is terminated or at any other time at the Seller's request.
- 23.5 The non-disclosure obligations laid down in this Clause 23 shall remain in force for five (5) years after the termination of the Contract or Offer.

## 24 Force majeure

- 24.1 The term "force majeure" refers to an event occurring after signing of the Contract or placing of an Order or an Offer that the Contracting Parties could not anticipate or prevent and that prevents a Contracting Party from fulfilling its contractual obligations or a causes a delay in the fulfillment of the contractual obligations, including dangerous conditions on roads or at sea, fire, natural catastrophe, mobilization, war, mutiny, seizure, revised or new legislation or statutory regulations, refusal of an export license, currency restrictions, import or export restrictions, interruption of traffic or data traffic, lack of raw materials or components, delivery difficulties of a subcontractor, strike, lockout or any other unusual event the Contracting Parties are unable to influence that has a significant impact. In terms of this Contract, the term "force majeure" also refers to an accident, accidental damage, or other operational malfunction in the facilities or production equipment of the Seller or a subcontractor of the Seller that prevents or delays the manufacture or delivery of a Product.
- 24.2 If a Contracting Party fails to fulfil or is delayed in fulfilling its contractual obligations due to force majeure, the Contracting Party shall not be deemed to have been in breach of contract.
- 24.3 If the Seller is unable to deliver the full ordered quantity of a Product to the Customer due to force majeure, the Seller has a right to refrain from delivering the full quantity and only deliver a quantity it deems sufficient. The Seller is not obligated to provide the Customer any compensation for such an incomplete delivery except by returning to the Customer the sum, if any, that the Customer has already paid for the Product that cannot be delivered. The Seller is not obligated to purchase replacing products from other suppliers.
- 24.4 If the fulfillment of contractual obligations is delayed or will likely be delayed by at least six (6) months due to force majeure, both Contracting Parties have the right to terminate the Contract, effective immediately, by submitting a notice to that effect in Writing to the other Contracting Party.

## 25 Dispute resolution

- 25.1 Any disputes arising from a Contract, an Offer or an Order shall be resolved in arbitration proceedings in compliance with the rules of the Arbitration Board of the Finland Chamber of Commerce. The arbitration shall take place in Helsinki, Finland, and the proceedings shall be held in Finnish. There shall be one (1) arbitrator to be named by the Arbitration Board of the Finland Chamber of Commerce. However, if the interests in the dispute at hand exceed one (1) million euros, there shall be three (3) arbitrators, one (1) of them named by the plaintiff and one (1) by the defendant. The third arbitrator, who shall also be the chairperson of the arbitration proceedings, shall be named by the above-mentioned two (2) arbitrators together. If the arbitrators are unable to reach an agreement on the third arbitrator, the third arbitrator shall be named by the Arbitration Board of the Finland Chamber of Commerce.
- 25.2 Without prejudice to Clause 25.1, the Contracting Parties have the right to, at their own discretion, collect any overdue payments from the other Contracting Party through Espoo District Court.

## 26 Applicable law

- 26.1 Contracts, Offers and Orders are governed by Finnish law, except for the connecting factor rules.

**27 Terminating and cancelling the Contract**

- 27.1 Both Contracting Parties have the right to terminate this Contract by submitting a notice to that effect to the other Contracting Party if the other Contracting Party has committed a material breach of contract and failed to rectify the situation within a reasonable time (a maximum of thirty (30) days) of having received the other Contracting Party's notice to that effect.
- 27.2 The Seller is entitled to terminate the Contract with immediate effect if the Customer has failed to pay a due invoice in a reasonable time and despite being reminded to do so. The reasonable period of time is a maximum of ten (10) Weekdays from the reminder.
- 27.3 The Seller has the right to terminate the Contract in full or in part by submitting a notice to that effect to the Customer if the Customer has been removed from the preliminary taxation register, applies for or is declared bankrupt, starts reorganization, liquidation, a loan arrangement or any other similar proceedings, or if the Customer's ownership base experiences a major change. In addition, the Seller is entitled to terminate the Contract in full or partially by submitting a notice to that effect to the Customer if the Customer is in a financial situation based on which the Seller can reasonably assume that the Customer will not be able to fulfil its contractual obligations and the Customer fails to submit a reasonable collateral for compliance of its contractual obligations to the Seller within a deadline specified by the Seller. However, this deadline is a maximum of ten (10) Weekdays from the Seller's notification.
- 27.4 Even though the Seller and the Customer would have expressly agreed that the Contract is valid for a fixed period, the Seller is entitled to terminate the Contract fully or partially during the fixed period if the Seller gives up its business specified in the Contract. In that case, the Seller shall inform the Customer about the matter at least three (3) months in advance.
- 27.5 Termination of the Contract will not influence any payments already made. The Customer shall be obligated to pay the Seller the selling price of any Products already delivered regardless of the termination.
- 27.6 When the Contract is terminated, the Seller is entitled to demand that already delivered Products are returned even though the Product has already transferred to the Customer's possession and if the Customer has not yet paid the selling price.
- 27.7 When terminating the Contract by virtue of this Clause 27, the Seller has the right to demand the Customer pays its receivables and agreed interest even if the receivables have not fallen due.
- 27.8 When the Contract is terminated, the Seller has the right to pick up and the Customer is obligated to hand over, or at the Seller's request destroy, any property of the Seller that is in the possession of the Customer.

**28 Other terms and conditions and interpretation**

- 28.1 Any amendments or revisions to the Sales Terms, except for those laid down in Clause 22, are valid only if a competent representative of both Contracting Parties has accepted them in Writing.
- 28.2 If one of the contractual terms is deemed invalid, all the other contractual terms remain in force. The invalid term shall be considered an expression of the Contracting Parties' intent and it shall be revised, to the extent allowed by Law, to comply with the intent of the Contracting Parties.
- 28.3 Failure of a Contracting Party to invoke a Clause of this Contract shall not be considered a waiver of the Contracting Party's right to invoke the same Clause or another Clause of this Contract in the future.

**NESTE MARKETING LTD**