



TERMS AND CONDITIONS – SULAPAC TRIAL RUN

Version No. 1.2

Updated 26.11.2019

These Terms for Sample Usage govern the use of Sulapac's Samples and set out the general terms for the participation in the Trial Run Program by business customers. By clicking the box referring to these Sulapac Terms for Trial Run Program ("Terms") as a part of the registration procedure for the Trial Run Program (e.g. by clicking "I agree"), a binding contract is formed between Participant and Sulapac Ltd, to which the terms set forth herein are applied.

By finalising the registration to the Trial Run Program, you hereby warrant to have the required authority to register to the Trial Run Program on behalf of Participant and committing to the Participation Fee on behalf of Participant.

1. Definitions

"Agreement" shall mean these Terms and Participants registration to the Trial Run Program and payment of the Participation Fee.

"Intellectual Property Rights" shall mean copyrights and related rights (including e.g. database and catalogue rights and photography rights), patents, utility models, design rights, trademarks, tradenames, trade secrets, know-how and any other form of registered or unregistered intellectual property rights.

"Participant" shall mean a legal entity that has participated in the Trial Run Program.

"Participant Data" shall mean all data submitted by Participants to the Trial Run Program.

"Participation Fee" shall mean the fee of EUR 1000. The fee includes the Sample as well as transportation inside the European Union. The Participation does not include any shipping costs outside the European Union.

"Party" shall mean Participant or Sulapac (jointly the **"Parties"**).

"Product" shall mean the product developed by Participant using the Sample.

"Sample" shall mean the product sample provided by Sulapac to Participant, subject to Participant's payment of the Participation Fee, in connection with Participant's participation in the Trial Run Program.

"Sulapac" shall mean Sulapac Ltd (business ID 2739393-2).

"Trial Run Program" shall mean the program to which Participant registers and under which Participant performs the Trial Run.

"Trial Run" shall mean the trial run made by Participant with the Samples provided by Sulapac.

2. Sulapac's Trial Run Program and Samples

- 2.1 Participant participates in the Trial Run Program by filling an online form and submitting it to Sulapac and paying the Participation Fee.

- 2.2 When Participant has filled in the online form, accepted these Terms and paid the Participation Fee, Sulapac shall deliver the Sample to Participant. For clarity, Participant shall bear all shipping costs outside the European Union and costs derived from the customs as well as all other fees pertaining to the receipt of the Sample by Participant.

3. Participation in the Trial Run Program and Use of the Sample

- 3.1 Sulapac shall have the right to give instructions relating to the use of the Sample and the Trial Run. Participant shall comply with all instructions given by Sulapac and use the Sample in accordance with the Agreement as well as the instructions.
- 3.2 Participant shall carry out a Trial Run, i.e. to use the Sample in connection with the manufacturing of a Product. Participant shall send a few of each produced Product items back to Sulapac together with a short description of the Product. For clarity, all expenses related to the Product as well as the shipping of the Product and related materials shall be borne by Participant and under no circumstances shall Sulapac reimburse any payments or expenses to Participant.
- 3.3 Participant shall promptly after the shipping of the Product items, or upon any termination or expiry of the Agreement, cease to use the Sample and destroy the rest of the Sample at Participant's its own cost.
- 3.4 Participant is not entitled to mix the Sample with any plastic materials.
- 3.5 Subject to the terms and conditions of this Agreement, Participant shall have the right to use the Sample only during the term of this Agreement and only for carrying out the Trial Run.
- 3.6 Participant does not have a right to resell or distribute the Sample or a part thereof or to provide the Sample to any third parties. Sulapac reserves all Intellectual Property Rights to the Sample and any materials pertaining to the Sample, or from which the Sample is made of, or otherwise given by Sulapac to the Participant. No Intellectual Property Rights to the Sample and the Trial Run Program or any other Intellectual Property Rights belonging to Sulapac are transferred to Participant.
- 3.7 Participant acknowledges that Participant is not entitled to use the Sample for commercial purposes and undertakes not to use the Sample for any commercial activities.
- 3.8 Participant shall be responsible for the acquisition and costs of all devices and connections needed for the participation in the Trial Run Program and for carrying out the Trial Run.
- 3.9 Participant shall provide Sulapac with correct and up-to-date information required for participation in the Trial Run Program. Participant shall notify Sulapac immediately in case such information has changed.

4. Participant data

4.1 Participant retains title to and all Intellectual Property Rights in Participant Data. Sulapac has the right to use Participant Data for organizing the Trial Run Program and providing the Sample to Participant. Participant ensures that Participant Data can be lawfully used for the purposes of this Agreement.

5. Personal data

5.1 Sulapac collects personal data of Participant's representatives in connection with the provision of the Trial Run Program. The personal data collected and processed includes e.g. contact data of Participant's representatives. The personal data is processed in order to provide the Samples, to invoice the Participant as well as for communication purposes. More information pertaining to the processing of personal data can be found in Sulapac's Privacy Policy <https://www.sulapac.com/privacy-policy/>.

6. Fees and Payment

6.1 The Participation Fee is EUR 1000.

6.2 Value added tax shall be added to the Participation Fee and be borne by Participant in accordance with applicable tax regulations.

6.3 Payment of the Participation Fee shall be made in advance. Payment shall be made by Participant against an invoice issued by Sulapac. When Participant has paid the Participation Fee, Sulapac shall send the Sample to Participant. For clarity, a successful payment of the Participation Fee is a prerequisite for Sulapac sending the Sample to Participant.

7. Confidentiality

7.1 The Parties shall not disclose to third parties any material or information marked as confidential or which should be understood to be confidential, and shall not use such material or information for any other purposes than the purposes of this Agreement. For clarity, the Sample provided by Sulapac, as well as all materials pertaining thereto, shall be considered Confidential Information.

7.2 Participant shall promptly upon termination, or earlier upon request by Sulapac, when the Confidential Information is no longer needed for the purpose of the Agreement, cease to use the Confidential Information received from the other Party and upon request return to the other Party or destroy all Confidential Information and any copies thereof.

7.3 The rights and responsibilities under this Section shall stay in force during a term of 5 years from the termination of this Agreement, unless otherwise required by applicable law.

8. Term and Termination

8.1 The Agreement shall enter into force when Participant registers to the Trial Run Program and accepts these Terms as a part of the registration process, and shall remain in force until both Parties have fulfilled their obligations hereunder. After the fulfilment of both Parties' obligations under this Agreement, this Agreement shall automatically terminate. The provisions of this Agreement that are, due to their nature, intended to stay in force after the termination or expiry of the Agreement, shall continue to stay in force notwithstanding any termination or expiry of the Agreement.

9. No warranty; Limitation of liability

9.1 The Trial Run Program and the Samples are provided "as is" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and

fitness for a particular purpose, or accuracy or reliability of results from use of the Sample, that the Sample will meet specific requirements or that the Sample will be free of defects.

9.2 Participant acknowledges that Sulapac has only the obligations and responsibilities set out in this Agreement. Participant shall participate in the Trial Run Program at its own cost and own risk.

9.3 Sulapac is not liable to Participant for any indirect or consequential damages.

9.4 Sulapac's total and aggregate liability under or in connection with this Agreement shall be limited to the Participation Fee paid by Participant.

10. Applicable law and dispute resolution

10.1 This Agreement shall be governed by and construed in accordance with the laws of Finland, except for its provisions on choice of law.

10.2 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The seat of arbitration shall be Helsinki.

11. Amendments

11.1 Sulapac reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms or to terminate the Trial Run Program at any time.

12. Assignment

12.1 Sulapac shall be entitled to assign all or any of its rights or obligations hereunder in whole or part to an affiliate or to an acquirer or transferee of its business assets relating to the Agreement without Participant's prior consent.

12.2 Participant shall not be entitled to assign this Agreement or any of its rights or obligations hereunder in whole or part without the prior written consent of Sulapac.

13. Independent Contractor

13.1 The Parties are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is created by this Agreement.

13.2 Nothing in this Agreement shall be construed as creating an obligation for Sulapac to enter into any agreement or to purchase any services or products from Participant.

14. Subcontractors

14.1 Sulapac shall be entitled to use subcontractors for the organizing of the Trial Run Program and the provision of Samples.

15. Reference Use

15.1 Sulapac shall be entitled to use Participant's name and logo as well as to refer to the co-operation carried out under these Terms in Sulapac's marketing and other activities. Participant is not entitled to use Sulapac's name, logo or refer to the co-operation carried out under these Terms in its marketing or other activities without the prior written consent of Sulapac.