

APPENDIX 1

Amendments to the Terms and Conditions of the 2013 Notes

1 Background

The financing arrangements (the “**Financing Arrangements**”) started by Componenta Corporation (the “**Issuer**”) at the beginning of 2014 have made progress as mentioned in the interim report 1 January – 30 June 2014. As part of the Financing Arrangements the Board of Directors of the Issuer proposes that the General Meeting would resolve, in derogation from the pre-emptive right of the shareholders, on a share issue directed to the public of a maximum of 53 000 000 new shares in total to be subscribed by individuals and corporations in Finland (the “**Share Issue**”).

Holders of the 2013 Notes have the right to subscribe for new shares in the Share Issue and to pay the subscription price thereof with the principal amount and accrued interest of their 2013 Notes. The Issuer has received from its largest bondholders subscription commitments to subscribe new shares in the Share Issue by paying the subscriptions with the loan receivables and the accrued but unpaid interest of the 2013 Notes. The Issuer expects the principal amount of the 2013 Notes to decrease considerably as a result of the possibility to convert notes into new shares.

As part of the Financing Arrangements the Issuer proposes that the terms and conditions of the 2013 Notes (the “**Terms and Conditions**”) would be amended to correspond better with the terms and conditions of the Issuer’s other debt instruments of similar size. In addition the Issuer proposes amendments to the interest and maturity of the 2013 Notes.

Except for the proposed waiver of payment of interest which will become effective immediately, the proposed amendments of the Terms and Conditions are conditional upon the Share Issue and will become automatically effective upon due satisfaction of the Share Issue as set out below.

2 Proposed waiver of payment of interest

Relating to Financing Arrangements, the Issuer proposes that the payment of the accrued interest falling due for payment on 2 September 2014 shall be waived until the Redemption Date (as defined in the Terms and Conditions).

3 Proposed conditional amendments to the Terms and Conditions

3.1 Conditionality

The amendment of the Terms and Conditions is conditional upon the Share Issue having been successfully implemented. The successful implementation of the Share Issue requires the Board of Directors of the Issuer resolving to approve the subscriptions made in the Share Issue (the “**Amendment Date**”).

3.2 Interest

The Issuer proposes, in order to improve the general financial condition of the Issuer and to cater for future interest payments, that an interest rate of two per cent per annum shall be applied to the 2013 Notes as of the Amendment Date. Further, the Issuer proposes changes to the Interest Payment Dates so that any interest payable on 2 September 2014 and any interest accrued after the said date shall be payable on the Redemption Date. In connection with the

proposed amendments also necessary technical amendments, if any, reflecting the above amendments would be made to the Terms and Conditions.

The Issuer proposes that the holders of the 2013 Notes resolve to amend clause 4 of the Terms and Conditions to read as follows:

“4 Interest

Up until (and including) the Amendment Date the Notes bear fixed interest at the rate of 10.75 per cent per annum. As of the Amendment Date the Notes bear fixed interest at the rate of 2.00 per cent per annum. The first interest payment date was 2 March 2014. Any interest accrued after 2 March 2014 shall be paid on the Redemption Date (as defined below).

Interest in respect of the Notes will be calculated on the basis of the actual number of days elapsed in the relevant interest period divided by 365 (or, in the case of leap year, 366).”

3.3 Repayment

The Issuer proposes, in order to improve the general financial condition of the Issuer, that the Redemption Date is amended so that repayment of the 2013 Notes is postponed to 31 December 2019. In connection with the proposed amendment also necessary technical amendments, if any, reflecting the above amendment would be made to the Terms and Conditions.

The Issuer proposes that the holders of the 2013 Notes resolve to amend clause 5 of the Terms and Conditions to read as follows:

“5 Redemption

“The Notes shall be repaid in full at their nominal principal amount on 31 December 2019 or (subject to the prior or simultaneous repayment of all Existing Senior Debt of the Company) on any prior date as determined by the Board of Directors of the Issuer (the “**Redemption Date**”), to the extent the Issuer has not prepaid the Notes in accordance with Clause 8 (Change of Control and Delisting Event) or 10 (Events of Default) below.”

3.4 Undertakings

The Issuer proposes to delete in their entirety the following undertakings of restrictive nature, including the definitions used in connection therewith, under clause 9 (Special Undertakings) of the Terms and Conditions:

- 9.1 Distribution;
- 9.2 Financial Indebtedness and Permitted Debt Amount;
- 9.3 Negative Pledge;
- 9.5 Nature of Business;
- 9.6 Application of proceeds from new Hybrid Bonds;
- 9.7 Application of proceeds from New Capital Notes;

- 9.8 Refinancing of Hybrid Bonds and Capital Notes;
- 9.9 Disposals;
- 9.10 Application of proceeds following a disposal; and
- last paragraph of clause 9.12 of the Terms and Conditions.

4 The amended Terms and Conditions

The Terms and Conditions, including the proposed amendments, in their entirety would read as follows:

AMENDED TERMS AND CONDITIONS OF THE NOTES, EFFECTIVE ON 25 AUGUST 2014

COMPONENTA OYJ EUR 15,000,000 - 25,000,000 NOTES 2013

The Board of Directors of Componenta Oyj (the “**Issuer**”) has approved and authorised the issue of notes referred to in paragraph 1 of Section 34 of the Act on Promissory Notes (622/1947, as amended in 746/1993) (in Finnish *Velkakirjalaki*) (the “**Notes**”) on the terms and conditions set out below (the “**Terms and Conditions**”).

Alexander Corporate Finance Oy acts as arranger in connection with the offer and issue of the Notes (the “**Arranger**”).

Capitalised terms used below in the Terms and Conditions shall have the meanings ascribed to them in Clause 22 (*Definitions*) below.

The noteholders’ meeting of Componenta Oyj Notes 2013, held on 14 July 2014, resolved, in accordance with the proposal of the Issuer, to amend clause 5 of the terms and conditions of the 2013 Notes and the Redemption Date defined pursuant to clause 5 of the terms and conditions of the 2013 Notes to enable the Board of Directors of the Issuer to decide on a premature redemption of the 2013 Notes. These approved amendments of the terms and conditions of the 2013 Notes became effective immediately after the noteholders’ meeting on 14 July 2014.

The noteholders’ meeting of Componenta Oyj Notes 2013 held on 25 August 2014 resolved on several amendments of the Terms and Conditions of the 2013 Notes (including, but not limited to, amendments regarding interest payable on the Notes as well as extension of the maturity of the Notes). These approved amendments will become effective on the date (the “**Amendment Date**”) when the Board of Directors of the Issuer has accepted the subscriptions made in a share issue (the “**Share Issue**”) of a maximum of 53 000 000 new shares in total proposed to be resolved upon by the Extraordinary General Meeting of the Issuer on 5 September 2014.

1. Principal Amount and Issuance of the Notes

The principal amount of the Notes is EUR 15,000,000 - 25,000,000, or a higher amount, as may later be determined by the Issuer.

The Notes will be issued in dematerialised form in the OM-book-entry securities system of Euroclear Finland Ltd ("**Euroclear Finland**") in accordance with the Finnish legislation governing book-entry system and book-entry accounts as well as the regulations and decisions of Euroclear Finland.

The issue date of the Notes is estimated to be on 2 September 2013 (the "**Issue Date**"). The Notes will be offered for subscription in a minimum amount of EUR 10,000.

The principal amount of each book-entry unit relating to the Notes (in Finnish *arvo-osuuden yksikkökoko*) is EUR 1,000. The number of the Notes is 15,000 - 25,000, or a higher number if the Issuer decides to increase the maximum principal amount of the Notes. Each Note will be freely transferable after it has been registered into the respective book-entry account.

The issue administrator (in Finnish *liikkeeseenlaskun hoitaja*) of the Notes referred to in the regulations of Euroclear Finland is Evli Bank Plc (the "**Issue Administrator**") and the paying agent for the Notes (the "**Paying Agent**") is Evli Bank Plc.

2. Subscription of the Notes

The Notes shall be offered for subscription to qualified investors and holders of the Company's existing bond 2010 (ISIN-code FI4000018122) (*private placement*). The subscription period shall commence on 26 August 2013 and end no later than on 27 August 2013 (the "**Subscription Period**").

Subscription shall be submitted during the Subscription Period and within regular business hours to Alexander Corporate Finance Oy, Aleksanterinkatu 19 A, 00100 Helsinki, tel. 010 292 5810.

Subscriptions made are irrevocable. All subscriptions remain subject to the final acceptance by the Issuer. The Issuer may, in its sole discretion, reject a subscription in part or in whole. The Issuer shall decide on the procedure in the event of over-subscription.

Subscriptions shall be paid for as instructed in connection with the subscription no later than by 2 September 2013. Notes subscribed and paid for shall be entered by the Issue Administrator to the respective book-entry accounts of the subscribers on a date advised in connection with the issuance of the Notes in accordance with the Finnish legislation governing book-entry system and book-entry accounts as well as regulations and decisions of Euroclear Finland.

The principal of the Company's existing bond 2010 (ISIN-code FI4000018122) and interest receivables based on the bond 2010 may be used as payment for the Note subscriptions. In case the unpaid interest accrued on the loan units of the bond 2010 used as payment for subscriptions has not been used as payment for the Note subscriptions, the interest will be paid to the holders of the loan units of the bond 2010 in cash on the payment date of the subscriptions of the Notes on or about 2 September 2013.

3. Issue Price

The issue price of the Notes is 100 per cent.

4. Interest

Up until (and including) the Amendment Date the Notes bear fixed interest at the rate of 10.75 per cent per annum. As of the Amendment Date the Notes bear fixed interest at the rate of 2.00 per cent

per annum. The first interest payment date was 2 March 2014. Any interest accrued after 2 March 2014 shall be paid on the Redemption Date (as defined below).

Interest in respect of the Notes will be calculated on the basis of the actual number of days elapsed in the relevant interest period divided by 365 (or, in the case of leap year, 366).

5. Redemption

The Notes shall be repaid in full at their nominal principal amount on 31 December 2019 or (subject to the prior or simultaneous repayment of all Existing Senior Debt of the Company) on any prior date as determined by the Board of Directors of the Issuer (the "Redemption Date"), to the extent the Issuer has not prepaid the Notes in accordance with Clause 8 (Change of Control and Delisting Event) or 10 (Events of Default) below.

6. Status and Security

The Notes constitute direct, unsecured and unguaranteed obligations of the Issuer ranking *pari passu* among each other and with all other unsecured and unsubordinated indebtedness of the Issuer, save for such obligations as may be preferred by mandatory provisions of law.

7. Payments

Interest on and principal of the Notes shall be paid in accordance with the Finnish legislation governing book-entry system and book-entry accounts as well as the regulations and decisions of Euroclear Finland.

Should the Redemption Date fall on a date which is not a Business Day, the payment of the amount due will be postponed to the next Business Day. Any such change of the payment date shall not have an impact on the amount payable.

In these Terms and Conditions, "**Business Day**" means a day on which banks in Helsinki are open for general business and on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open.

8. Change of Control and Delisting Event

Upon a Change of Control Event or a Delisting Event occurring, each holder of Notes (the "**Noteholder**") shall have the right to request that all, or only some, of its Notes be repurchased (whereby the Issuer shall have the obligation to repurchase such Notes) at a price per Note equal to 101.00 per cent. of the nominal principal amount together with accrued but unpaid interest, with respect to a Delisting Event during a period of 30 calendar days and with respect to a Change of Control Event during a period of 60 calendar days following a notice from the Issuer of the Change of Control Event or the Delisting Event pursuant to Clause 13 (*Notices*). In relation to a Change of Control Event, such 60 calendar days' period may however not start earlier than upon the occurrence of the Change of Control Event.

The notice from the Issuer pursuant to Clause 13 (*Notices*) shall specify the repurchase date and include instructions about the actions that a Noteholder needs to take if it wants Notes held by it to be repurchased. If a Noteholder has so requested, and acted in accordance with the instructions in the notice from the Issuer, the Issuer, or a person designated by the Issuer, shall repurchase the relevant Notes and the repurchase amount shall fall due on the repurchase date specified in the

notice given by the Issuer pursuant to Clause 13 (*Notices*). The repurchase date must fall no later than 20 Business Days after the end of the period referred to in the previous paragraph.

The Issuer shall comply with the requirements of any applicable securities laws or regulations in connection with the repurchase of Notes. To the extent that the provisions of such laws and regulations conflict with the provisions in this Clause 8, the Issuer shall comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Clause 8 by virtue of the conflict. Any Notes repurchased by the Issuer pursuant to this Clause 8 may at the Issuer's discretion be retained, sold or cancelled.

9. Special Undertakings

9.1 Listing of shares

The Issuer shall take all measures required to ensure that its shares continue being listed on NASDAQ OMX Helsinki for as long as any Note is outstanding.

9.2 Dealings with related parties

The Issuer shall, and shall procure that its Subsidiaries, conduct all dealings with the direct and indirect shareholders of the Group Companies (excluding other Group Companies) and/or any Affiliates of such direct and indirect shareholders at arm's length terms.

9.3 Financial reporting and information

The Issuer shall prepare and make the following documents and information available to the Noteholders by way of publication on the website of the Issuer:

- (a) the annual audited consolidated financial statements of the Group and the annual audited unconsolidated financial statements of the Issuer, including a profit and loss account, a balance sheet, a cash flow statement and management commentary or report from the Issuer's board of directors, not later than 4 months after the expiry of each financial year; and
- (b) the quarterly interim unaudited consolidated reports of the Group, including a profit and loss account, a balance sheet, a cash flow statement and management commentary or report from the Issuer's board of directors, not later than 2 months after the expiry of each relevant interim period;

10. Events of Default

10.1 If an Event of Default (as defined below) occurs, the Issuer shall promptly notify the Noteholders of such event (and the steps, if any, taken to remedy it) in accordance with Clause 13 (*Notices*) promptly upon becoming aware of its occurrence. The Noteholders' Meeting (as defined below) may in accordance with Clause 12 (*Noteholders' Meeting*) and within 90 calendar days from the notice of the Issuer decide on the premature termination of the Notes provided that the event is continuing on the date of the Noteholders' Meeting. The Issuer will convene a Noteholders' Meeting to decide on the matter. The outstanding nominal principal amount of the Notes together with the interest then accrued shall be paid by the Issuer within 30 calendar days as from the decision of the Noteholders'

Meeting to terminate the Notes prematurely. Interest accrues until the early repayment date (excluding the early repayment date).

The Noteholders' Meeting is entitled, on behalf of the Noteholders, to terminate the Notes and to declare all, but not only some, of the Notes due for payment immediately or at such later date as the Noteholders' Meeting determines if:

- (a) Non-payment: the Issuer fails to pay an amount on the date it is due in accordance with these Terms and Conditions unless its failure to pay is due to an existence of a force majeure event for the Issuer or payment is made within 5 Business Days of the due date;
- (b) Other obligations: the Issuer does not comply with the Terms and Conditions in any other way than as set out in Clause 10.1 (a), provided that the Issuer has not remedied the failure within 15 Business Days from its occurrence (if the failure or violation is not capable of being remedied, the Noteholders' Meeting may declare the Notes payable without such remedy period);
- (c) Cross-acceleration: any Financial Indebtedness of a Material Group Company is not paid when due nor within any originally applicable grace period, or is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described), provided that no Event of Default will occur under this Clause 10.1 (c) if the aggregate amount of such Financial Indebtedness is less than EUR 5,000,000 and provided that it does not apply to any Financial Indebtedness owed to a Group Company;
- (d) Insolvency:
 - (i) any Material Group Company is unable or admits inability to pay its debts as they fall due or is declared to be unable to pay its debts under applicable law, suspends making payments on its debts generally or, by reason of actual or anticipated financial difficulties, commences negotiations with its creditors with a view to rescheduling its Financial Indebtedness; or
 - (ii) a moratorium is declared in respect of the Financial Indebtedness of any Material Group Company;
- (e) Insolvency proceedings: any corporate action, legal proceedings or other procedures are taken (other than (i) proceedings or petitions which are being disputed in good faith and are discharged, stayed or dismissed within 30 calendar days of commencement or, if earlier, the date on which it is advertised and (ii), in relation to the Issuer's Subsidiaries, solvent liquidations) in relation to:
 - (i) the suspension of payments, winding-up, dissolution, administration or reorganisation (by way of voluntary agreement, scheme of arrangement or otherwise) of any Material Group Company;
 - (ii) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of any Material Group Company or any of its assets; or
 - (iii) any analogous procedure or step is taken in any jurisdiction;

(f) Mergers and demergers:

- (i) a decision is made that any Material Group Company shall be merged or demerged into a company which is not a Group Company, unless the Noteholders' Meeting has given its consent (not to be unreasonably withheld or delayed) in writing prior to the merger and/or demerger (where consent is not to be understood as a waiver of the rights that applicable law at the time assigns the concerned creditors); or
 - (ii) the Issuer merges with any other Person, or is subject to a demerger, with the effect that the Issuer is not the surviving entity;
- (g) Creditors' process: any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of any Material Group Company having an aggregate value equal to or exceeding EUR 2,500,000 and is not discharged within 30 calendar days;
- (h) Impossibility or illegality: it is or becomes impossible or unlawful for the Issuer to fulfil or perform any of the provisions of the Terms and Conditions or if the obligations under the Terms and Conditions are not, or cease to be, legal, valid, binding and enforceable;
- (i) Continuation of the business: the Issuer or any other Material Group Company ceases to carry on its business, except if due to (i) a permitted merger or demerger as stipulated in Clause 10.1 (f) above, or (ii) a permitted disposal as stipulated in Clause 9.9 (*Disposals*).

10.2 Termination for payment prematurely on the grounds mentioned in Clauses 10.1 (b) and (c) or, regarding any of the Issuer's Subsidiaries, on the grounds mentioned in Clauses 10.1 (d), (e), (f), (g), (h) and (i) may only occur if the nature of the particular circumstance is such that it would have a Material Adverse Effect. However, if a moratorium occurs, the ending of that moratorium will not prevent termination for payment prematurely on the ground mentioned in Clause 10.1 (d)(ii).

11. Taxation

All payments in respect of the Notes by or on behalf of the Issuer shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed or levied by or on behalf of Finland or any political subdivision or authority of Finland having power to tax, unless the withholding or deduction of the Taxes is required by law. In such case, the Issuer shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so required to be withheld or deducted. The Issuer will not be obligated to make any additional payments to the Noteholders in respect of such withholding or deduction.

12. Noteholders' Meeting

- (a) Any request from the Issuer or a Noteholder (or Noteholders) representing at least 10 per cent. of the nominal amount for a decision by the Noteholders on a matter relating to the Terms and Conditions shall be dealt with at a meeting of Noteholders (a "**Noteholders' Meeting**"). The Issuer will convene a Noteholders Meeting. Euroclear Finland must be notified of the Noteholders' Meeting in accordance with the regulations of Euroclear Finland.

- (b) Notice of a Noteholders' Meeting shall be given in accordance with Clause 13 (*Notices*) no later than ten (10) calendar days prior to the meeting. Furthermore, the notice shall specify the time, place and agenda of the meeting as well as any action required on the part of a Noteholder to attend the meeting. No matters other than those referred to in the notice may be resolved upon at the Noteholders' Meeting.
- (c) Only those who, according to the register kept by Euroclear Finland in respect of the Notes, were registered as holders of Notes on the fifth (5th) Business Day prior to the Noteholders' Meeting on the list of holders of Notes to be provided by Euroclear Finland in accordance with Clause 13 (*Notices*), or proxies authorised by such holders of Notes, shall, if holding any of the principal amount of the Notes at the time of the meeting, be entitled to vote at the meeting and shall be recorded in the list of the holders of Notes present in the Noteholders' Meeting.
- (d) Noteholders' Meeting shall be held in Helsinki, Finland, and its chairman shall be appointed by the Issuer. The Issuer and any companies belonging to its group shall not hold voting rights at the Noteholders' Meeting. A representative of the Issuer and a person authorised to act for the Issuer may attend and speak at a Noteholders' Meeting.
- (e) The following matters shall require consent of Noteholders representing at least the following proportion of the nominal amount for which Noteholders are voting at a Noteholders' Meeting:
 - (i) two thirds (2/3) to (A) waive a breach of a special undertaking in Clause 9 (*Special Undertakings*), (B) amend a provision in the Terms and Conditions, subject to item (ii) below and (C) decide on the premature termination of the Notes; and
 - (ii) three quarters (3/4) to (A) reduce the principal amount, interest rate or interest amount which shall be paid by the Issuer, (B) amend any payment day for principal or interest amount, and (C) amend the provisions in this Clause 12 (e).
- (f) Any matter not covered by Clause 12 (e) shall require the consent of Noteholders representing more than 50 per cent. of the nominal amount for which Noteholders are voting at a Noteholders' Meeting. This includes, but is not limited to, any amendment to, or waiver of, the terms of any Terms and Conditions that does not require a higher majority.
- (g) If the number of votes is equal, the opinion which is most beneficial for the Issuer, according to the chairman at a Noteholders' Meeting will prevail.
- (h) Quorum at a Noteholders' Meeting only exists if a Noteholder (or Noteholders) representing at least 20 per cent. of the nominal amount attend the meeting in person or by telephone conference (or appear through duly authorised representatives).
- (i) If a quorum does not exist at a Noteholders' Meeting within thirty (30) minutes after the time specified for the start of the Noteholders' Meeting, the Issuer shall convene a second Noteholders' Meeting on a date no earlier than fourteen (14) calendar days and no later than twenty-eight (28) calendar days after the original meeting at a place to be determined by the Issuer, provided that the relevant proposal has not been withdrawn by the person(s) who initiated the procedure for Noteholders' consent. The quorum requirement in Clause 12 (h) shall not apply to such second Noteholders' Meeting. Notice of an adjourned Noteholders' Meeting shall be given in the same manner as notice of the original meeting.

- (j) Any decision which extends or increases the obligations of the Issuer, or limits, reduces or extinguishes the rights or benefits of the Issuer, under the Terms and Conditions shall be subject to the Issuer's consent.
- (k) A Noteholder holding more than one Note need not use all its votes or cast all the votes to which it is entitled in the same way and may in its discretion use or cast some of its votes only.
- (l) The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Noteholder for or as inducement to any consent under these Terms and Conditions, unless such consideration is offered to all Noteholders that consent at the relevant Noteholders' Meeting.
- (m) A matter decided at a duly convened and held Noteholders' Meeting is binding on all Noteholders, irrespective of them being present or represented at the Noteholders' Meeting. The Noteholders' Meeting can authorise a named person to take necessary action to enforce the decisions of the Noteholders' Meeting.
- (n) All costs and expenses incurred by the Issuer for the purpose of convening a Noteholders' Meeting shall be paid by the Issuer.
- (o) Information about decisions taken at a Noteholders' Meeting shall promptly be sent by notice to the Noteholders in accordance with Clause 13 (*Notices*), provided that a failure to do so shall not invalidate any decision made or voting result achieved. In addition, Noteholders are obliged to notify subsequent transferees of the Notes of the resolutions of the Noteholders' Meeting.

The Issuer shall have the right to amend the technical procedures relating to the Notes in respect of payments or other similar matters without the consent of the Noteholders or a Noteholders' Meeting.

13. Notices

Noteholders shall be advised of matters relating to the Notes by a notice published in Helsingin Sanomat or any other major Finnish daily newspaper selected by the Issuer. Once approved by Euroclear Finland, account operators of the Euroclear Finland book-entry system may give notices relating to the Notes also through the book-entry system. The Issuer may, instead of the above procedure, deliver notices on the notes in writing directly to the Noteholders at the address appearing on the list of the Noteholders provided by Euroclear Finland in accordance with the below paragraph. Any such notice shall be deemed to have been received by the Noteholders when published or sent by mail in the manner specified in this Clause 13.

Notwithstanding any secrecy obligation, the Issuer shall, subject to the regulations of Euroclear Finland and applicable laws, be entitled to obtain information of the holders of Notes from Euroclear Finland and Euroclear Finland shall be entitled to provide such information to the Issuer. Furthermore, the Issuer shall, subject to the regulations of Euroclear Finland and applicable laws, be entitled to acquire from Euroclear Finland a list of the holders of Notes, provided that it is technically possible for Euroclear Finland to maintain such a list. The Issuer shall at the request of the Issue Administrator pass on such information to the Issue Administrator.

Address for notices to the Issuer is as follows: Componenta Oyj, Panuntie 4, FI-00610 Helsinki, Finland.

14. Force Majeure

The Issuer, the Arranger, the Issue Administrator or the Paying Agent shall not be responsible for any damage or loss caused by force majeure. In these Terms and Conditions, “force majeure” means an event which prevents, a person from fulfilling its duties and is (i) unpredictable or impossible for such person to prevent by its own actions, and (ii) in a causal relationship with respect to any non-fulfilment of the relevant obligations(s).

15. Time Bar

15.1 The right to receive repayment of the principal of the Notes shall be prescribed and become void 10 years from the Redemption Date. The right to receive payment of interest (excluding any capitalised interest) shall be prescribed and become void 3 years from the relevant due date for payment. The Issuer is entitled to any funds set aside for payments in respect of which the Noteholders’ right to receive payment has been prescribed and has become void.

15.2 If a limitation period is duly interrupted in accordance with the Finnish Act on Statutes of Limitations (728/2003, as amended) (in Finnish *Laki velan vanhentumisesta*), a new limitation period of 10 years with respect to the right to receive repayment of the principal of the Notes, and of 3 years with respect to receive payment of interest (excluding capitalised interest) will commence, in both cases calculated from the date of interruption of the limitation period, as such date is determined pursuant to the provisions of the Finnish Act on Statutes of Limitations.

16. Listing and Secondary Market

An application will be made to have the Notes listed on the Helsinki Stock Exchange maintained by NASDAQ OMX Helsinki Ltd.

17. Purchases

Any Group Company may, subject to applicable law, at any time and at any price purchase Notes. The Notes held by a Group Company may at such Group Company’s discretion be retained, sold or, if held by the Issuer, cancelled.

18. Further Issues

The Issuer may from time to time, without the consent of and notice to the Noteholders, create and issue further notes having the same Terms and Conditions as the Notes in all respects (except for the first payment of interest on them, the issue price and/or the minimum subscription amount thereof) by increasing the issued and, if needed, also the maximum aggregate principal amount of the Notes or otherwise (a “**Subsequent Bond Issue**”). For the avoidance of doubt, this Clause 18 shall not limit the Issuer’s right to issue any other notes and no consent of or notice to the Noteholders is required in respect of any further issue of notes by the Issuer or any of its subsidiaries.

19. Information

Copies of the documents relating to the Notes shall be available for inspection during office hours at the office of the Issuer, Panuntie 4, FI-00610 Helsinki and at Alexander Corporate Finance Oy, Aleksanterinkatu 19 A, FI-00100 Helsinki.

20. Applicable Law and Jurisdiction

The Notes are governed by Finnish law.

Any disputes relating to the Notes shall be settled in the first instance at the District Court of Helsinki (in Finnish *Helsingin käräjäoikeus*).

21. ISIN Code

The ISIN code of the Notes is FI4000068713.

22. Definitions

The following terms shall have the following meaning in these Terms and Conditions:

“Affiliate” means any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purpose of this definition, “control” when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Change of Control Event” means the occurrence of an event or series of events whereby one or more persons acting together, acquire control over the Issuer and where “control” means (i) acquiring or controlling, directly or indirectly, more than 50.00 per cent. of the voting shares of the Issuer, or (ii) the right to, directly or indirectly, appoint or remove the whole or a majority of the directors of the board of directors of the Issuer.

“Delisting Event” means that the shares of the Issuer are delisted from NASDAQ OMX Helsinki.

“Existing Senior Debt” means under the facilities agreement originally dated 12 October 2012 (as amended from time to time) and made between the Issuer as borrower and Nordea Bank Finland Plc, Pohjola Bank plc and Swedbank AB (publ) as original lenders, Nordea Bank Finland Plc as the facility agent and security agent.

“Group” means the Issuer and its Subsidiaries from time to time (each a **“Group Company”**).

“Material Adverse Effect” means a material adverse effect on (i) the business, financial condition or operations of the Group taken as a whole, (ii) the Issuer’s ability to perform and comply with the undertakings set out in Clause 9 (*Special Undertakings*), or (iii) the validity or enforceability of these Terms and Conditions.

“Material Group Company” means the Issuer or any of its Subsidiaries representing more than 5.00 per cent. of the total net sales of the Group on a consolidated basis (for the avoidance of doubt, excluding any intragroup transactions) according to the latest Financial Report.