



SUOMINEN OYJ

Listing of EUR 85,000,000 Senior Fixed Rate Notes Due 2022

The notes are represented by units in denominations of EUR 1,000

Suominen Oyj (parallel name Suominen Corporation, the “**Issuer**”) resolved on 25 September 2017 to issue senior notes with a principal amount of EUR 1,000 (the “**Notes**”) based on the authorization given by the Issuer’s Board of Directors on 5 September 2017. The Notes were offered for subscription in a minimum amount of EUR 100,000 through a book-building procedure that was carried out on 25 September 2017 (the “**Offering**”). The Notes bear interest at the rate of 2.500 % per annum. The proceeds from the issue of the Notes were used first to repay and refinance the Issuer’s EUR 75,000,000 fixed rate notes due 2019 (“**Notes 2019**”) which were tendered in accordance with the Tender Offer (as defined herein) and the Issuer’s EUR 55 million multicurrency term and revolving credit facilities agreement, after which any remaining proceeds are used to general corporate purposes. The maturity of the Notes is on 3 October 2022, unless the Issuer prepays the Notes in accordance with the terms and conditions of the Notes. The Notes are guaranteed by certain subsidiaries of the Issuer, in each case as described in more detail in the “*Terms and Conditions of the Notes*” (Annex A).

The Issuer will apply for the listing of the Notes on the Official List of Nasdaq Helsinki Ltd (the “**Helsinki Stock Exchange**”). Public trading in the Notes is expected to commence on or about 10 October 2017, under the trading code “SUYJ250022”.

This document (this listing prospectus and the documents incorporated by reference herein are jointly referred to as the “**Prospectus**”) contains information on the Offering and the Notes. The Prospectus has been prepared solely for the purpose of admission to listing of the Notes on the Helsinki Stock Exchange (the “**Listing**”) and does not constitute any offering of the Notes.

Neither the Issuer nor the Notes are currently rated by any rating agency.

An investment in the Notes involves certain risks, see “*Risk Factors*” in the Prospectus.

Each investor investing in the Notes is bound by the terms and conditions for the Notes. For full terms and conditions of the offering, see “*Annex A – Terms and Conditions of the Notes*”.

Besides filing this Prospectus with the Finnish Financial Supervisory Authority (the “**FIN-FSA**”) and the application to the Helsinki Stock Exchange, neither the Issuer nor the Lead Managers (as defined hereafter) have taken any action, nor will they take any action to render the public offer of the Notes or their possession, or the distribution of this Prospectus or any other documents relating to the Notes admissible in any other jurisdiction than Finland requiring special measures to be taken for the purpose of public offer.

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”) and the Notes may not be offered or sold, directly or indirectly, within the United States or to, or for the account or benefit of any U.S. person (as such terms are defined in Regulation S under the Securities Act).

Lead Managers:

Nordea

Handelsbanken

IMPORTANT INFORMATION

In this Prospectus, “**Suominen**”, the “**Company**” and the “**Group**” refer to Suominen Corporation or Suominen Corporation and its consolidated subsidiaries, except where the context may otherwise require. All references to the “**Issuer**” refer to Suominen Corporation. Nordea Bank AB (publ) and Svenska Handelsbanken AB (publ) acted as lead managers (the “**Lead Managers**”) in relation to the offering and issue of the Notes (as defined herein). The Lead Managers will not be responsible to anyone other than Suominen for providing the protections afforded to their respective clients nor for providing any advice in relation to the contents of this Prospectus.

On 3 October 2017, the Issuer issued 2.500 percent notes due 3 October 2022 with an aggregate principal amount of EUR 85,000,000 (the “**Notes**”). The Notes are guaranteed as for own debt (in Finnish *omavelkainen takaus*) (the “**Guarantee**”) by the following subsidiaries of the Issuer: Green Bay Nonwovens, Inc., Bethune Nonwovens, Inc., Windsor Locks Nonwovens, Inc., Suominen Kuitukankaat Oy, Alicante Nonwovens S.A.U., Cressa Nonwovens s.r.l. and Mozzate Nonwovens s.r.l. (jointly referred to as the “**Guarantors**” and each of them as the “**Guarantor**”).

This Prospectus has been prepared in accordance with the Finnish Securities Market Act (746/2012, as amended, (in Finnish *arvopaperimarkkinalaki*), the “**Finnish Securities Market Act**”), the Finnish Ministry of Finance Decree on prospectuses referred to in Chapters 3 to 5 of the Finnish Securities Market Act (1019/2012), the Commission Regulation (EC) No. 809/2004 of April 29, 2004, as amended, (Annexes IV, V, VI and XXII) implementing Directive 2003/71/EC of the European Parliament and of the Council as regards information contained in prospectuses as well as the format, incorporation by reference and publication of such prospectuses and dissemination of advertisements (the “**Prospectus Directive**”) and the regulations and guidelines issued by the FIN-FSA solely for the purpose of listing the Notes on Nasdaq Helsinki Ltd (the “**Helsinki Stock Exchange**”). The FIN-FSA has approved this Prospectus, but assumes no responsibility for the correctness of the information contained herein. The registration number of the FIN-FSA’s approval decision is FIVA 59/02.05.04/2017. This Prospectus should be read in conjunction with all documents that are incorporated by reference herein. This Prospectus shall be read and construed on the basis that such documents are incorporated into and form part of this Prospectus. See “*Documents Incorporated by Reference.*”

No person has been authorized to give any information or to make any representation not contained in or not consistent with this Prospectus or any information supplied by the Issuer or such other information as is in the public domain and, if given or made, such information or representation should not be relied upon as having been authorized by the Issuer or any Lead Manager. No representation or warranty, express or implied, is made by any Lead Manager as to the accuracy or completeness of the information contained in this Prospectus, and nothing contained in this Prospectus is, or shall be relied upon as, a promise or representation by any Lead Manager in this respect, whether as to the past or the future. The Lead Managers assume no responsibility for the accuracy or completeness of the information and, accordingly, disclaim to the fullest extent permitted by applicable law, any and all liability which they might otherwise be found to have in respect of this Prospectus or any such statement.

The data contained herein is current as at the date of this Prospectus unless otherwise expressly stated. In addition, the Issuer will supplement this Prospectus when required in accordance with the mandatory provisions of Finnish law. Otherwise, neither the delivery of this Prospectus, nor the offer, sale or delivery of the Notes mean that no adverse changes have occurred or events have happened that may or could result in an adverse effect in Suominen’s business, financial condition or results of operations and/or the market price of the Notes. Nothing contained in this Prospectus constitutes, or shall be relied upon as, a promise or representation by the Issuer or any Lead Manager as to the future.

In making an investment decision, each investor must rely on their examination, analysis and enquiry of the Issuer and the terms and conditions of the Notes, including the risks and merits involved. Neither the Issuer, any of the Lead Managers nor any of their respective affiliated parties or representatives, is making any representation to any offeree or subscriber or of the Notes regarding the legality of the investment by such person. Investors are required to make their independent assessment of the legal, tax, business, financial and other consequences of an investment in the Notes.

The Lead Managers are acting exclusively for the Issuer in connection with the issue and listing of the Notes and will not be responsible to anyone other than the Issuer for providing the protections afforded to their respective clients nor for giving any investment or other advice in relation to the Notes.

The distribution of this Prospectus and the offering or sale of the Notes in certain jurisdictions is restricted by law. Persons into whose possession this Prospectus may come are required by the Issuer and the Lead Managers to inform themselves of and observe all such restrictions. This Prospectus may not be distributed in the United States, Australia, Canada, Hong Kong, Japan or South Africa or such other countries or otherwise in such circumstances in which the offering of the Notes would be unlawful or require measures other than those required under the Finnish laws. This Prospectus does not constitute an offer to sell or a solicitation of an offer to buy or subscribe any of the Notes in any jurisdiction to any person to whom it is unlawful to make such an offer or solicitation in such jurisdiction. None of the Issuer, the Lead Managers or any of their respective affiliates or representatives accepts any legal responsibility for any such violations, whether or not a prospective purchaser of the Notes is aware of such restrictions.

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”) or under the applicable securities laws of any state of the United States, and the Notes may not be offered or sold, directly or indirectly, within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions in reliance on Regulation S under the Securities Act (as such terms are defined in Regulation S under the Securities Act).

This Prospectus has been prepared solely in connection with the listing of the Notes on the Helsinki Stock Exchange. It does not constitute an offer of securities for sale, or a solicitation of an offer to buy any securities, anywhere in the world.

This Prospectus has been prepared in English only. However, the summary of this Prospectus has been translated into Finnish.

The Offering and the Notes are governed by Finnish law. Any dispute arising in relation to the Offering or the Notes shall be settled exclusively by Finnish courts in accordance with Finnish law.

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SUMMARY

Summaries are made up of disclosure requirements known as “Elements”. These elements are numbered in Sections A–E (A.1–E.7).

This summary contains all the Elements required to be included in the summary for this type of securities, the issuer and the guarantee. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.

Even though an Element may be required to be inserted in the summary because of the type of securities, the issuer or the guarantee, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of “not applicable.”

Section A – Introduction and warnings

Element	Disclosure requirement	Disclosure
A.1	Introduction	<i>This summary should be read as an introduction to this Prospectus. Any decision to invest in the Notes should be based on a consideration of this Prospectus as a whole by prospective investors. Where a claim relating to the information contained in this Prospectus is brought before a court, the plaintiff might, under the national legislation of the Member States, have to bear the costs of translating this Prospectus before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled this summary including any translation thereof, but only if this summary is misleading, inaccurate or inconsistent when read together with the other parts of this Prospectus or if it does not provide, when read together with the other parts of this Prospectus, key information in order to aid investors when considering whether to invest in the Notes.</i>
A.2	Consent for subsequent resale or final placement of securities/offer period/conditions of the consent	Not applicable.

Section B – Issuer and Guarantors

Element	Disclosure requirement	Disclosure
B.1	Legal and commercial name	Suominen Oyj (parallel name Suominen Corporation).
B.2	Domicile/legal form/legislation/country of corporation	Suominen Corporation is a public limited liability company under the Finnish Companies Act (624/2006, as amended, (in Finnish <i>osakeyhtiölaki</i>), the “ Finnish Companies Act ”) and is domiciled in Helsinki, Finland. Suominen Corporation was established on September 30, 2001 and is organized under the laws of Finland.
B.4b	Known trends of the Issuer and the Guarantors and their industry	<p>The Issuer or the Guarantors have no information on any known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the Issuer's or the Guarantors' prospects for the current financial year.</p> <p>In general, bolstered by several megatrends, among them a growing middle class with more purchasing power, increased life expectancy, and a lifestyle that emphasizes health and wellbeing, and consumer's desire to make their daily life as easy and convenient as possible, demand for Suominen's nonwovens is growing worldwide. The outlook for the macro economy and consumers' confidence in their financial situation are also affecting demand for Suominen's products, even though the demand has not historically been very cyclical in nature.</p>

Section B – Issuer and Guarantors

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Element	Disclosure requirement	Disclosure																								
B.5	Group structure	<p>Suominen Corporation is the parent company for the whole Group, and as such it manages and directs the operations for the whole Group. The Group consists of the parent company and its consolidated subsidiaries.</p> <p>The following table sets forth the most significant subsidiaries that Suominen Corporation owns, directly or indirectly, as at the date of this Prospectus (all of the Companies are 100 per cent owned by the Group):</p> <table><tr><th colspan="2">SUOMINEN CORPORATION’S MOST SIGNIFICANT SUBSIDIARIES</th></tr><tr><th>(Guarantors in bold)</th><th>%</th></tr><tr><td>Suominen Nonwovens Ltd., Nakkila, Finland</td><td>100%</td></tr><tr><td>Suominen Spain Holding, S.A.U, Alicante, Spain</td><td>100%</td></tr><tr><td>Suominen US Holding, Inc., Delaware, The United States of America</td><td>100%</td></tr><tr><td>Cressa Nonwovens s.r.l., Mozzate, Italy</td><td>100%</td></tr><tr><td>Mozzate Nonwovens s.r.l., Mozzate, Italy</td><td>100%</td></tr><tr><td>Alicante Nonwovens S.A.U., Alicante, Spain</td><td>100%</td></tr><tr><td>Bethune Nonwovens, Inc., Bethune, The United States of America</td><td>100%</td></tr><tr><td>Green Bay Nonwovens, Inc., Green Bay, The United States of America</td><td>100%</td></tr><tr><td>Windsor Locks Nonwovens, Inc., Windsor Locks, The United States of America</td><td>100%</td></tr><tr><td>Suominen Brasil Industria e Comercio de Nao-Tecidos LTDA, Paulinia, Brazil</td><td>100%</td></tr></table>	SUOMINEN CORPORATION’S MOST SIGNIFICANT SUBSIDIARIES		(Guarantors in bold)	%	Suominen Nonwovens Ltd., Nakkila, Finland	100%	Suominen Spain Holding, S.A.U, Alicante, Spain	100%	Suominen US Holding, Inc., Delaware, The United States of America	100%	Cressa Nonwovens s.r.l., Mozzate, Italy	100%	Mozzate Nonwovens s.r.l., Mozzate, Italy	100%	Alicante Nonwovens S.A.U., Alicante, Spain	100%	Bethune Nonwovens, Inc., Bethune, The United States of America	100%	Green Bay Nonwovens, Inc., Green Bay, The United States of America	100%	Windsor Locks Nonwovens, Inc., Windsor Locks, The United States of America	100%	Suominen Brasil Industria e Comercio de Nao-Tecidos LTDA, Paulinia, Brazil	100%
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B.9	Profit forecast	<p>The following revised outlook is included in Suominen’s interim report January-June 2017, published on 9 August 2017:</p> <p><i>“Outlook for 2017</i></p> <p>Suominen expects that for the full year 2017, its net sales will improve from year 2016 but its comparable operating profit will fall short of the 2016 level.</p> <p>In 2016, Suominen’s net sales amounted to EUR 416.9 million and comparable operating profit to EUR 25.6 million. The calculation of comparable operating profit is explained in the consolidated financial statements of 2016.”</p>																								
B.10	Nature of any qualifications in the audit report on the historical financial information	Not applicable. There are no qualifications in the audit reports on the historical financial information.																								

Section B – Issuer and the Guarantors

Element	Disclosure requirement	Disclosure
B.12	Selected historical key financial information	<p>The following tables present selected consolidated financial information for Suominen as at and for the six-month periods ended June 30, 2017 and June 30, 2016 and as at and for the years ended December 31, 2016 and December 31, 2015. The consolidated financial information presented below has been derived from Suominen's unaudited consolidated interim report as at and for the six month period ended June 30, 2017, including unaudited comparative financial information as at and for the period ended June 30, 2016, as well as from the audited consolidated financial statements as at and for the year ended December 31, 2016 and audited consolidated financial statements as at and for the year ended December 31, 2015.</p> <p>Suominen's consolidated financial statements have been prepared in accordance with IFRS as adopted by the European Union, and Suominen's interim report has been prepared in accordance with IAS 34 – Interim Financial Reporting.</p> <p>The selected financial information provided herein should be read together with section "<i>Business of Suominen and Information about the Issuer</i>" and Suominen's audited consolidated financial statements as at and for the years ended on December 31, 2016 and 2015 and with the unaudited interim report for the six month period ended on June 30, 2017, incorporated by reference to this Prospectus.</p> <p>Change of financial reporting terminology in accordance with the recommendation by European Securities and Markets Authority</p> <p>In accordance with a stock exchange release published on June 29, 2016, Suominen changed its financial reporting terminology in accordance with the recommendation by European Securities and Markets Authority.</p> <p>European Securities and Markets Authority, ESMA had disclosed new guidelines concerning alternative performance measures. The guidelines were effective as of 3 July 2016 and Suominen Corporation changed the terminology related with the alternative performance measures as of its Q2/2016 interim report, which was on August 9, 2016.</p> <p>In accordance with the new guidelines, Suominen changed the term "excluding non-recurring items" to "comparable". Comparable performance measures are adjusted with certain material items that are considered to affect comparability between reporting periods. These items include, among others, impairment losses or reversals of impairment losses, gains or losses from the sales of property, plant and equipment or intangible assets or other assets and restructuring costs. The definition of the items affecting comparability equals with the definition of non-recurring items used earlier.</p> <p>In accordance with the change abovementioned, the abovementioned terms have been utilized in this Prospectus also in respect of six-month period ended June 30, 2016 and for the year ended on December 31, 2015. However, despite the change of terms, the figures regarding financial year 2015 and six-month interim period ended June 30, 2016 have not been changed compared to those figures presented in Annual Report 2015 and in Interim Report January-June 2016.</p> <p>The figures in Suominen's consolidated financial statements are mainly presented in EUR thousands. Due to rounding differences the figures presented in tables do not necessarily add up to the totals of the tables.</p>

**CONSOLIDATED STATEMENT OF
FINANCIAL POSITION**

EUR thousand	30.6.2017 (unaudited)	30.6.2016	31 Dec 2016 (audited)	31 Dec 2015
ASSETS				
Non-current assets				
Goodwill	15,496	15,496	15,496	15,496
Intangible assets	15,795	13,385	14,133	13,275
Property, plant and equipment	140,194	100,499	135,510	97,931
Loan receivables	5,836	7,093	6,836	7,793
Available-for-sale assets	777	777	777	777
Other non-current receivables	1,959	2,327	2,524	2,402
Deferred tax assets	3,697	4,330	3,424	4,491
Non-current assets, total	183,753	143,907	178,698	142,165
Current assets				
Inventories	39,735	32,739	42,631	32,557
Trade receivables	59,563	57,888	53,946	51,547
Loan receivables	2,550	1,250	1,550	1,000
Other current receivables	5,159	5,583	7,274	7,038
Assets for current tax	974	2,156	2,008	1,874
Cash and cash equivalents	20,379	56,545	29,522	55,570
Total current assets	128,360	156,161	136,929	149,585
TOTAL ASSETS	312,113	300,069	315,628	291,750
EQUITY AND LIABILITIES				
Equity				
Share capital	11,860	11,860	11,860	11,860
Share premium account	24,681	24,681	24,681	24,681
Reserve for invested unrestricted equity	76,262	69,732	70,855	69,652
Treasury shares	-44	-44	-44	-44
Fair value and other reserves	398	205	10	-118
Exchange differences	2,923	6,440	12,613	5,097
Other equity	7,044	334	6,324	-3,076
Total equity attributable to owners of the parent	123,125	113,209	126,300	108,052
Hybrid bond	10,950	17,503	16,525	17,664
Total equity	134,074	130,712	142,824	125,716
Liabilities				
Non-current liabilities				
Deferred tax liabilities	10,726	10,811	11,195	10,890
Liabilities from defined benefit plans	988	1,070	1,081	1,105
Other non-current liabilities	706	329	364	651
Debentures	75,000	75,000	75,000	75,000
Other non-current interest-bearing liabilities	9,089	16,250	11,574	18,498
Total non-current liabilities	96,510	103,460	99,214	106,144
Current liabilities				
Current interest-bearing liabilities	16,729	5,632	7,923	3,363
Liabilities for current tax	2,692	2,625	280	47
Trade payables and other current liabilities	62,108	57,639	65,388	56,479
Total current liabilities	81,529	65,897	73,590	59,889
Total liabilities	178,039	169,357	172,804	166,034
TOTAL EQUITY AND LIABILITIES	312,113	300,069	315,628	291,750

CONSOLIDATED STATEMENT OF PROFIT OR LOSS

EUR thousand	1-6/2017	1-6/2016	1 January –	1 January –
			31 December	31 December
	(unaudited)		2016	2015
			(audited)	
Net sales	224,922	212,701	416,862	444,042
Cost of goods sold	-199,368	-185,907	-364,636	-386,042
Gross profit	25,554	26,794	52,226	58,000
Other operating income	936	1,099	1,909	2,637
Sales and marketing expenses	-3,809	-3,576	-7,364	-7,760
Research and development expenses	-2,481	-1,831	-4,330	-3,527
Administration expenses	-9,630	-8,270	-16,191	-16,709
Other operating expenses	80	-12	-629	-862
Operating profit	10,649	14,204	25,622	31,778
Net financial expenses	-442	-1,211	-3,190	-5,302
Profit before income taxes	10,207	12,993	22,432	26,476
Income taxes	-3,850	-4,333	-7,199	-9,456
Profit for the period	6,357	8,660	15,233	17,020
Earnings per share, EUR				
Basic	0.12	0.16	0.29	0.32
Diluted	0.11	0.15	0.26	0.29

CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME

EUR thousand	1-6/2017 (unaudited)	1-6/2016	1 January – 31 December 2016 (audited)	1 January – 31 December 2015
Profit/loss for the period	6,357	8,660	15,233	17,020
Other comprehensive income:				
Other comprehensive income that will be subsequently reclassified to profit or loss:				
Exchange differences	-10,522	1,563	7,881	2,356
Fair value changes of cash flow hedges and available-for-sale assets	209	397	245	-970
Reclassified to profit or loss	-17	69	116	669
Reclassified to property, plant and equipment	187	-133	-188	91
Income taxes related to other comprehensive income	841	-229	-410	-632
Total	-9,302	1,666	7,644	1,514
Other comprehensive income that will not be subsequently reclassified to profit or loss:				
Remeasurements of defined benefit plans	43	–	-110	-26
Income taxes related to other comprehensive income	-12	–	16	8
Total	31	–	-93	-18
Total comprehensive income for the period	-2,915	10,327	22,784	18,516

CONSOLIDATED STATEMENT OF CASH FLOWS

EUR thousand	1-6/2017	1-6/2016	1 January – 31 December 2016	1 January – 31 December 2015
	(unaudited)		(audited)	
Cash flow from operations				
Profit for the period	6,357	8,660	15,233	17,020
Total adjustments to profit for the period	14,558	14,455	29,783	32,870
Cash flow before changes in net working capital	20,915	23,115	45,016	49,890
Change in net working capital	-2,476	-3,238	-6,277	-7,921
Financial items	-2,369	-1,932	-3,895	-6,425
Income taxes	252	-1,264	-6,348	-8,269
Cash flow from operations	16,322	16,682	28,496	27,274
Cash flow from investments				
Investments in property, plant and equipment and intangible assets	-25,135	-10,662	-49,553	-22,369
Adjustments of purchase consideration	–	161	161	–
Cash flow from disposed businesses	287	313	313	167
Sales proceeds from property, plant and equipment and intangible assets	–	–	8	10
Cash flow from investments	-24,848	-10,188	-49,072	-22,192
Cash flow from financing				
Drawdown of other non-current interest-bearing liabilities	–	–	–	15,000
Repayment of other non-current interest-bearing liabilities	–	–	–	-3,333
Repayment of current interest-bearing liabilities	-2,220	-26	-3,359	-14
Drawdown of current interest-bearing liabilities	10,000	–	–	–
Repayment of loan receivables	–	450	1,000	600
Share issue	–	–	–	340
Distribution of dividends	-5,585	-5,030	-5,030	–
Distribution of funds	–	–	–	-2,504
Payment of hybrid bond interest	-642	-624	-624	–
Cash flow from financing	1,552	-5,230	-8,013	10,089
Change in cash and cash equivalents	-6,974	1,263	-28,588	15,171
Cash and cash equivalents at the beginning of the period	29,522	55,570	55,570	38,430
Effect of changes in exchange rates	-2,169	-287	2,540	1,968
Change in cash and cash equivalents	-6,974	1,263	-28,588	15,171
Cash and cash equivalents at the end of the period	20,379	56,545	29,522	55,570

KEY RATIOS

Suominen presents in this Prospectus certain key ratios, which in accordance with the recommendation by the European Securities and Markets Authority (ESMA), are not key ratios as defined in IFRS standards but are alternative performance measures. The alternative performance measures are presented as additional information to the key ratios included in the statements of profit or loss, financial position and cash flows in the Company's IFRS financial statements. Alternative performance measures do not replace the key ratios as defined by the IFRS standards. It is the Company's opinion that the presented commonly used alternative performance measures give material additional information of the Company's result, financial position and financial development to the management of the company as well as to investors and other stakeholders. In addition, certain alternative performance measures, such as comparable operating profit, improve the comparability between reporting periods as the alternative performance measures are adjusted with items which do not arise from normal business operations.

The alternative performance measures presented in this prospectus are operating profit (EBIT), comparable operating profit, EBITDA, interest-bearing net debt, return on invested capital (ROI, %), equity ratio (%) and gearing (%).

In the following tables, the key ratios are reconciled to figures presented in the IFRS financial statements and half-year report.

EBITDA	30.6.2017	30.6.2016	31.12.2016	31.12.2015
EUR thousand	(unaudited)		(audited)	
Operating profit	10,649	14,204	25,622	31,778
+ Depreciation, amortization and impairment losses	9,207	9,146	18,520	17,684
EBITDA	19,856	23,350	44,142	49,462
Interest-bearing net debt	30.6.2017	30.6.2016	31.12.2016	31.12.2015
EUR thousand	(unaudited)		(audited)	
Interest-bearing liabilities	100,818	96,882	94,497	96,862
Interest bearing receivables	-8,386	-8,343	-8,386	-8,793
Cash and cash equivalents	-20,379	-56,545	-29,522	-55,570
Interest-bearing net debt	72,053	31,994	56,589	32,499
Invested capital	30.6.2017	30.6.2016	31.12.2016	31.12.2015
EUR thousand	(unaudited)		(audited)	
Total equity	134,074	130,712	142,824	125,716
Interest-bearing liabilities	100,818	96,882	94,497	96,862
Invested capital	234,892	227,594	237,321	222,578
Return on invested capital (ROI), %	30.6.2017	30.6.2016	31.12.2016	31.12.2015
EUR thousand	(unaudited)		(audited)	
Operating profit (rolling 12 months)	22,067	28,229	25,622	31,778
Financial income (rolling 12 months)	761	712	727	734
Total	22,828	28,941	26,349	32,512
Invested capital 30 June 2016 / 30 June 2015 / 31 December 2015 / 31 December 2014	227,594	204,328	222,578	193,750
Invested capital 30 September 2016 / 30 September 2015 / 31 March 2016 / 31 March 2015	228,648	202,027	217,181	200,051
Invested capital 31 December 2016 / 31 December 2015 / 30 June 2016 / 30 June 2015	237,321	222,578	227,594	204,328
Invested capital 31 March 2017 / 31 March 2016 / 30 September 2016 / 30 September 2015	244,103	217,181	228,648	202,027
Invested capital 30 June 2017 / 30 June 2016 / 31 December 2016 / 31 December 2015	234,892	227,594	237,321	222,578
Average	234,512	214,741	226,664	204,547
Return on invested capital (ROI), %	9.7	13.5	11.6	15.9
Equity ratio, %	30.6.2017	30.6.2016	31.12.2016	31.12.2015
EUR thousand	(unaudited)		(audited)	
Total equity	134,074	130,712	142,824	125,716
Total assets	312,113	300,069	315,628	291,750
Advances received	-21	0	-3	-596
	312,092	300,069	315,625	291,154

Equity ratio, %	43.0	43.6	45.3	43.2
Gearing, %	30.6.2017	30.6.2016	31.12.2016	31.12.2015
EUR thousand	(unaudited)		(audited)	
Interest-bearing net debt	72,053	31,994	56,589	32,499
Total equity	134,074	130,712	142,824	125,716
Gearing, %	53.7	24.5	39.6	25.9
Comparable operating profit (EBIT)	30.6.2017	30.6.2016	31.12.2016	31.12.2015
EUR thousand	(unaudited)		(audited)	
Operating profit	10,649	14,204	25,622	31,778
Reversal of impairment losses	–	–	–	-530
Comparable operating profit	10,649	14,204	25,622	31,248

EBITDA (tEUR) = Profit before depreciation, amortization and impairment (operating profit + depreciation, amortization and impairment losses)

Interest-bearing net debt (tEUR) = Interest-bearing liabilities - interest-bearing receivables - cash and cash equivalents

Invested capital = Total equity + interest-bearing liabilities

Return on invested capital (ROI), %
$$\frac{\text{Operating profit} + \text{financial income (rolling 12 months)} \times 100}{\text{Invested capital, quarterly average}}$$

Equity ratio, %
$$\frac{\text{Total equity} \times 100}{\text{Total assets} - \text{advances received}}$$

Gearing, %
$$\frac{\text{Interest-bearing net debt} \times 100}{\text{Total equity}}$$

Comparable operating profit (EBIT) = Profit of continuing operations after depreciation, amortization and impairment adjusted with items affecting comparability

Except for Suominen's revised guidance regarding operating profit for 2017, which was published on 20 July 2017 (see below), since December 31, 2016, the last day of the financial period in respect of which the most recently audited financial statements of the Company have been prepared, there has been no other material adverse change in the prospects of the Company, of the Group or of the Guarantors.

There has been no significant change in the financial or trading position of the Company, of the Group or of the Guarantors since June 30, 2017, which is the end of the last financial period for which an unaudited interim report of the Group has been published. However, see the below paragraph regarding revision of guidance..

Due to slower than expected start-up of the new manufacturing line in the Bethune plant as well as unfavorable development of the sales mix, Suominen revised its guidance regarding operating profit for 2017 on 20 July, 2017.

Earlier in its previous interim report, published on April 26, 2017, Suominen expected that for the full year 2017, its net sales will improve from year 2016. Also the comparable operating profit was estimated to improve from year 2016, provided that the new production line at the Bethune plant will be started up as planned. On 20 July 2017 the Company published a revision statement, according to which Suominen revises its estimate regarding the operating profit development and expects that for the full year 2017, its comparable operating profit will fall short of the 2016 level. However, as the Company announced on 20 July 2017, Suominen's estimate on net sales growth in 2017 remains unchanged. The company expects its net sales to improve from 2016 level. In 2016, Suominen's net sales amounted to EUR 416.9 million and comparable operating profit to EUR 25.6 million.

The following revised outlook is included in Suominen's interim report January-June 2017, published on 9 August 2017:

"Outlook for 2017

Suominen expects that for the full year 2017, its net sales will improve from year 2016 but its comparable operating profit will fall short of the 2016 level.

In 2016, Suominen's net sales amounted to EUR 416.9 million and comparable operating profit to EUR 25.6 million. The calculation of comparable operating profit is explained in the consolidated financial statements of 2016."

B.13 Recent events relevant to the evaluation of the Issuer's and the Guarantors' solvency

Not applicable. There are no recent events particular to the Issuer or the Guarantors which are to a material extent relevant to the evaluation of the Issuer's or the Guarantors' solvency.

B.14 Dependence upon other entities within the group

The Issuer is a holding company with no manufacturing business operations. The issuer provides management services and financing to the subsidiaries. The Issuer has the equity interests in its subsidiaries and/or intercompany receivables it holds in its subsidiaries. The Issuer is dependent upon the cash flow from its operating subsidiaries (in the form of management fees, royalty payments, dividends, interest payments on intercompany loans or other distributions).

Because of the centralized management and financing structure of the Group, there is normal interdependence between the group companies.

B.15 Principal activities

Suominen manufactures nonwovens as roll goods for wipes, hygiene products and medical applications. According to management's view, Suominen is the global market leader in nonwovens for wipes. The Group employs approximately 670 people in Europe and in the Americas. Wiping

products made of Suominen's nonwovens include, for instance, wipes for personal hygiene and baby care, as well as for home and workplace wiping. The company's hygiene product applications include, for example, sanitary pads, diapers and adult incontinence products. Surgical drapes and swabs are examples of the medical applications. Suominen's net sales in 2016 amounted to MEUR 416.9 and comparable operating profit to MEUR 25.6.

B.16	Controlling interests	Not applicable. To the extent known to Suominen, Suominen is not directly or indirectly owned or controlled by any person.
B.17	Credit ratings	Not applicable. The Issuer or the Notes have not been assigned any credit ratings at the request or with the co-operation of the Issuer in any rating process.
B.18	A description of the nature and scope of the Guarantee	<p>The directly or indirectly wholly owned subsidiaries of the Issuer, i.e. Green Bay Nonwovens, Inc., Bethune Nonwovens, Inc., Windsor Locks Nonwovens, Inc., Suominen Kuitukankaat Oy, Alicante Nonwovens S.A.U., Cressa Nonwovens s.r.l. and Mozzate Nonwovens s.r.l. (the "Guarantors"), have guaranteed as for own debt (in Finnish "omavelkainen takaus") (the "Guarantee") to the Noteholders, the agent of the Noteholders and the issuing agent all the obligations of the Issuer under the terms and conditions of the Notes (Annex A), the agency agreement entered into by and between the agent of the Noteholders and the Issuer and the agency agreement entered into by and between the issuing agent and the Issuer.</p> <p>The revolving credit facilities agreement of EUR 100 million entered into by the Issuer as borrower and Nordea Bank AB (publ), Finnish Branch and Svenska Handelsbanken AB (publ), Branch Operation in Finland as lenders concurrently with issuing the Notes has also been guaranteed by the Guarantors as for own debt (in Finnish: "<i>omavelkainen takaus</i>").</p> <p>In addition, Notes 2019 (outstanding after the completion of the tender process) continue to be guaranteed by the Guarantors as for own debt (in Finnish: "<i>omavelkainen takaus</i>").</p>
B.19	Legal and commercial names of the Guarantors	<ul style="list-style-type: none"> • Suominen Kuitukankaat Oy (parallel name Suominen Nonwovens Ltd.) • Alicante Nonwovens S.A.U. • Cressa Nonwovens s.r.l. • Mozzate Nonwovens s.r.l. • Green Bay Nonwovens, Inc. • Bethune Nonwovens, Inc. • Windsor Locks Nonwovens, Inc.
B.19	Domicile/legal form/legislation/country of corporation of the Guarantors	<ul style="list-style-type: none"> • Suominen Kuitukankaat Oy (business identity number 0135649-8) is a limited liability company organised and validly existing under the laws of Finland. The registered office of the company is located at Suomisentie 11, FI-29251 Nakkila • Alicante Nonwovens S.A.U. (business identity number A03080280) is a limited liability company organised and validly existing under the laws of Spain. The registered office of the company is located at Ctra, Vilena – Onteniente, Km 10, 03460 Benejama (Alicante), Spain • Cressa Nonwovens s.r.l. (business identity number 03354120135) is a limited liability company organised and validly existing under

the laws of Italy. The registered office of the company is located at Via Borgomanero 38, 28012 Cressa, Italy

- Mozzate Nonwovens s.r.l. (business identity number 03354100137) is organised and validly existing under the laws of Italy. The registered office of the company is located at Via al Corbè, s/n, 22076 Mozzate, Italy
- Green Bay Nonwovens, Inc. (business identity number 80-0755308) is organised and validly existing under the laws of the State of Wisconsin, U.S.A. The registered office of the company is located at 1250 Glory Road, 54324-0499 Green Bay, Wisconsin, U.S.A.
- Bethune Nonwovens, Inc. (business identity number 45-3290583) is organised and validly existing under the laws of the State of South Carolina, U.S.A. The registered office of the company is located at 500 Chestnut Street, 29009-0982 Bethune, South Carolina, U.S.A.
- Windsor Locks Nonwovens Inc. (business identity number 45-3290956) is organised and validly existing under the laws of the State of Connecticut, U.S.A. The registered office of the company is located at One Hartfield Blvd, Suite 101, East Windsor, Connecticut, U.S.A.

B.19 Selected Financial information of the Guarantors

Unaudited Key figures of the Guarantors / EUR January 1, - June 30, 2017

(including intra-group items)

The following table sets forth selected unaudited financial information on the Guarantors. The key ratios as of and for the six-month period ended June 30, 2017 have been prepared in accordance with IFRS accounting policies adopted by Suominen in its consolidated financial statements. The unaudited key figures presented below are derived from the accounting records used for the preparation of the unaudited consolidated financial information of Suominen as at and for the six-month period ended 30 June 2017.

EUR 1,000	Net Sales Q1-Q2/2017	Share Capital June 30, 2017	Total Equity June 30, 2017	Total Assets June 30, 2017
	(unaudited)			
Suominen Kuitukankaat Oy	21 044	10 596	8 028	24 216
Alicante Nonwovens S.A.U.	13 370	8 302	13 163	28 176
Cressa Nonwovens s.r.l.	4 049	10	6 831	8 184
Mozzate Nonwovens s.r.l.	50 984	10	8 072	40 568
Green Bay Nonwovens, Inc.	51 673	18 395	34 307	47 443
Bethune Nonwovens, Inc.	35 002	5 410	5 360	86 259
Windsor Locks Nonwovens, Inc.	41 973	16 231	30 491	43 138

*Currency exchange rate in respect of Net Sales: EUR/USD 1,0825 (average currency exchange rate of EUR/USD during January–June 2017).
Currency exchange rate in respect of Share Capital, Total Equity and Total Assets: EUR/USD 1,1412 (ECB closing rate on June 30, 2017).*

B.19 Principal activities of the Guarantors

Each of the Guarantors is an operative subsidiary of Suominen and directly or indirectly 100% owned by Suominen. Each of the Guarantors manufactures nonwovens as roll goods for a number of applications, utilizing a range of both pulp and oil-based raw materials. The production is principally based on demand and customer orders, and the stock of finished products is kept relatively small.

Section C – Securities

Element	Disclosure requirement	Disclosure
C.1	Type and class of the securities being admitted to trading	Senior unsecured Notes with the principal amount of EUR 85,000,000. The principal amount of each book-entry unit is EUR 1,000. The ISIN code of the Notes is FI4000282660.
C.2	Currency of the securities issue	EUR.
C.5	Restrictions on the free transferability of the securities	Each Note will be freely transferable after it has been registered into the respective book-entry account.
C.8	Rights attached to securities/ranking	The Notes constitute direct and unsecured obligations of the Issuer and they are guaranteed as for own debt (in Finnish: <i>omavelkainen takaus</i>) by the Guarantors. The Notes rank <i>pari passu</i> among themselves and at least <i>pari passu</i> with all other present and future unsecured and unsubordinated obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.
C.9	Interest/repayment/yield and name of representative of debt security holders	<p>The Notes bear fixed interest from, and including, 3 October 2017 at the rate of 2.500 percent per annum to, but excluding, the Redemption Date (as defined below). Interest will be payable in arrears annually commencing on 3 October 2018 and thereafter on each 3 October.</p> <p>The Notes shall be repaid in full at their principal amount on 3 October 2022 (the “Redemption Date”), unless the Issuer has prepaid the Notes.</p> <p>As at 3 October 2017 (the “Issue Date”), the yield to maturity at the issue price of 100.000 percent was 2.500 percent per annum.</p> <p>The holders of the Notes (the “Noteholders”) are represented by the Noteholders’ meeting or a procedure in writing.</p> <p>Intertrust (Finland) Oy acts as the agent for the Noteholders. By subscribing for, or accepting the assignment of, any Note, each Noteholder will accept the appointment of the agent (being on the Issue Date Intertrust (Finland) Oy) to act on its behalf and to perform administrative functions relating to the Notes and the Guarantee.</p>
C.10	Derivative component	Not applicable. The Notes have no derivative component in the interest payment.
C.11	Admission to trading	Application will be made to have the Notes listed on the Helsinki Stock Exchange.

Section D – Risks

Element	Disclosure requirement	Disclosure
D.2	Key risks that are specific to the Issuer	<p>Risks relating to the current macroeconomic conditions include, but are not limited to the following:</p> <ul style="list-style-type: none"> • weak global economic development, geopolitical tensions and political developments could have a material adverse effect on Suominen. <p>Risks relating to the business of Suominen include, but are not limited to the following:</p> <ul style="list-style-type: none"> • concentrated customer base and customer-related credit risks could have a material adverse effect on Suominen; • negative development of net sales could have a material adverse effect on Suominen; • changes in consumer preferences could have a material adverse effect on Suominen; • changes in customers' preferences or specifications could have a material adverse effect on Suominen; • supply interruptions or increases in costs of raw materials that it may be unable to pass on to its customers could have a material adverse effect on Suominen; • increasing competition and oversupply in the market could have a material adverse effect on Suominen; • failure to implement the revised business strategy could have a material adverse effect on Suominen; • production interruptions or damage at its production facilities could have a material adverse effect on Suominen; • any significant problems with IT systems could have a material adverse effect on Suominen; • failure to successfully develop new products and new production technologies, or the inability to introduce and commercialize such products and technologies in a timely fashion, could have a material adverse effect on Suominen; • risks related to the deployment phase of investments could have a material adverse effect on Suominen; • prolonged technical problems in the new production line at Bethune plant could have a material adverse effect on Suominen; • a product liability claim or series of claims against Suominen could have a material adverse effect on Suominen; • failure to complete possible acquisitions successfully could have a material adverse effect on Suominen; • failure to attract qualified personnel or a loss of key personnel could have a material adverse effect on Suominen; • labor disputes, work stoppages or increased labor costs in Suominen's business operations or associated areas may have an adverse effect on the business of Suominen;

Section D – Risks

Element	Disclosure requirement	Disclosure
		<ul style="list-style-type: none"> • Suominen may from time to time be involved in litigation and other similar proceedings that could have a material adverse effect on Suominen; • taxation risks could have a material adverse effect on Suominen; • losses beyond the limits or outside the coverage of Suominen's insurance policies could have a material adverse effect on Suominen; • non-compliance with environmental, health and safety and other national and international laws and regulations could have a material adverse effect on Suominen; • potential future impairment charges related to goodwill or other intangible assets could have a material adverse effect on Suominen; and • changes in business environment, political or economic upheaval in South America could have a material effect on Suominen. <p>Risks relating to financing include, but are not limited to the following:</p> <ul style="list-style-type: none"> • failure to obtain sufficient funding for operations or increased costs or unfavorable terms of financing could have a material adverse effect on Suominen; • currency exchange rate fluctuations between the euro and certain other currencies could have a material adverse effect on Suominen; and • fluctuations in interest rates could have a material adverse effect on Suominen. <p>Risks relating to Group's structure include, but are not limited to the following:</p> <ul style="list-style-type: none"> • the Issuer is a holding company with limited possibilities to generate cash flow and will hence also be dependent upon cash flow from the operating companies of the Group to be able to meet its obligations under the Notes; • the interest of the Group's principal shareholders may conflict with the interests of the Noteholders; and • the Notes and the Guarantees will each be structurally subordinated to the liabilities of the Issuer's non-Guarantor subsidiaries.
D.3	Key risks that are specific to the securities	<p>Risks relating to the Notes and the Guarantee include, but are not limited to the following:</p> <ul style="list-style-type: none"> • the Notes may not be a suitable investment for all investors; • active trading market for the Notes may not develop; • since the Notes bear interest at a fixed interest rate, movements in market interest rates can adversely affect the value of the Notes; • investors may lose their investment in the Notes; • no security is given in respect of the Notes;

Section D – Risks

Element	Disclosure requirement	Disclosure
		<ul style="list-style-type: none"> other guarantee obligations of the Guarantor may decrease the ability of Guarantor to make full payment under the Guarantee to the Noteholders; insolvency of the Guarantor or limited enforceability of the Guarantee may have an effect on the Guarantor's ability to fulfil its obligations under the Guarantee; laws and practices applicable to the Notes may change; legal investment considerations may restrict certain investments; the Notes carry no voting rights at the Issuer's General Meetings of Shareholders; neither the Notes nor the Issuer are currently rated by any rating agency; the Issuer may not be able to finance the repurchase of Notes following a Change of Control Event; the Issuer is not obliged to compensate for withholding tax or similar on the Notes; amendments to the Notes bind all Noteholders; rights to payments that have not been claimed within 3 years are prescribed; the completion of the transactions relating to the Notes is reliant on Euroclear Finland Ltd's operations and systems; Suominen may be able to merge, effect asset sales or otherwise effect significant transactions that may have a material adverse effect on the Notes and the Noteholders; Suominen may incur additional debt without the consent of the Noteholders; the Notes may be subject to early redemption; in addition to the terms and conditions of the Notes and the Guarantees, the enforcement of the rights of the Noteholders depend on the actions of the agent and the ability of the agent to enforce the Guarantee may be restricted by local law; the Guarantee may not be sufficient to cover all the payments under the Notes and the enforcement of the Guarantee may be delayed or the Guarantee may not be enforceable at all; and enforcing rights under the Notes or the Guarantee across multiple jurisdictions may prove difficult.

Section E – Offer

Element	Disclosure requirement	Disclosure
E.2b	Reasons for the offer/use of proceeds	Refinancing existing financial indebtedness and general corporate purposes.
E.3	Terms and conditions of the offer	<p>Principal amount: EUR 85,000,000.</p> <p>Agent: Intertrust (Finland) Oy</p> <p>Issuing Agent: Nordea Bank AB (publ), Finnish branch</p> <p>Form of the Notes: Book-entries of Euroclear Finland (Infinity system).</p> <p>Interest: 2.500 percent per annum.</p> <p>Interest payment dates: In arrears annually commencing on 3 October 2018 and thereafter on each 3 October until the Redemption Date.</p> <p>Issue Date: 3 October 2017.</p> <p>Redemption Date: 3 October 2022.</p> <p>Redemption: On the Redemption Date.</p> <p>Covenants: Change of Control, Limitation of Financial Indebtedness, Cross Default, Negative Pledge, disposals, guarantees, mergers and demergers (or other business reorganisations).</p> <p>Issue price: 100.000 percent.</p> <p>Minimum subscription amount: EUR 100,000.</p> <p>Principal amount of each book-entry unit: EUR 1,000.</p> <p>Governing law: Finnish.</p>
E.4	Interests material to the issue/conflicting interests	<p>Interest of the Lead Managers: The proceeds from the issue of the Notes are intended to be used for refinancing existing financial indebtedness, in respect of which the Lead Managers, among others, are creditors.</p> <p>Interest of the Agent: Business interest customary in the financial markets.</p>
E.7	Estimated expenses charged to the investor	No expenses will be charged to the investor by the Issuer in respect of the Notes.

TIIVISTELMÄ

Tiivistelmät koostuvat sääntelyn edellyttämistä tiedoista, joita kutsutaan nimellä "osatekijät". Nämä osatekijät on numeroitu jaksoittain A–E (A.1–E.7).

Tämä tiivistelmä sisältää kaikki ne osatekijät, jotka kyseessä olevasta arvopaperista sen liikkeeseenlaskijasta ja takauksesta tulee esittää. Osatekijöiden numerointi ei välttämättä ole juokseva, koska kaikkia osatekijöitä ei arvopaperin tai liikkeeseenlaskijan luonteen vuoksi ole esitettävä tässä tiivistelmässä.

Vaikka arvopaperin liikkeeseenlaskijan tai takauksen luonne edellyttäisi jonkin osatekijän sisällyttämistä tiivistelmään, on mahdollista, ettei kyseistä osatekijää koskevaa merkityksellistä tietoa ole lainkaan. Tällöin osatekijä on kuvattu lyhyesti ja sen yhteydessä mainitaan "ei sovellu".

Jakso A – Johdanto ja varoitukset

Osatekijä	Tiedonanto- velvollisuus	Tiedonanto
A.1	Johdanto	Tätä tiivistelmää on pidettävä tämän listalleottoesitteen (" Listalleottoesite ") johdantona. Mahdollisten sijoittajien on perustettava Velkakirjoja koskeva sijoituspäätöksensä tähän Listalleottoesitteeseen kokonaisuutena. Jos tuomioistuimessa pannaan vireille tähän Listalleottoesitteeseen sisältyviä tietoja koskeva kanne, kantajana toimiva sijoittaja voi jäsenvaltioiden kansallisen lainsäädännön mukaan joutua ennen oikeudenkäynnin vireillepanoa vastaamaan tämän Listalleottoesitteen käännskustannuksista. Siviilioikeudellista vastuuta sovelletaan henkilöihin, jotka ovat laatineet tiivistelmän, sen käänns mukaan luettuna, mutta vain jos tiivistelmä on harhaanjohtava, epätarkka tai epäjohtonmukainen suhteessa tämän Listalleottoesitteen muihin osiin tai jos siinä ei anneta yhdessä tämän Listalleottoesitteen muiden osien kanssa keskeisiä tietoja sijoittajien auttamiseksi, kun he harkitsevat Velkakirjoihin sijoittamista.
A.2	Suostumus arvo- papereiden edelleen- myyntiin ja lopulliseen sijoittamiseen / tarjousaika / suostumuksen ehdot	Ei sovellu.

Jakso B – Liikkeeseenlaskija ja Takaajat

Osatekijä	Tiedonanto- velvollisuus	Tiedonanto
B.1	Virallinen nimi	Suominen Oyj (rinnakkaistoiminimi Suominen Corporation, " Liikkeeseenlaskija ").
B.2	Kotipaikka / oikeudellinen muoto / sovellettava laki / perustamismaa	Suominen Oyj on osakeyhtiölain (624/2006, muutoksineen, " Osakeyhtiölaki ") mukainen julkinen osakeyhtiö. Yhtiön kotipaikka on Helsinki. Suominen Oyj perustettiin 30. syyskuuta 2001 ja siihen sovelletaan Suomen lakia.
B.4b	Suuntaukset, jotka vaikuttavat Liikkeeseenlas- kijaan ja Takaajiin tai niiden toimialaan	Liikkeeseenlaskijalla tai Takaajilla ei ole tietoja mistään kuluvaan tilikautta koskevista suuntauksista, epävarmuustekijöistä, vaateista, sitoumuksista tai tapahtumista, joiden voidaan kohtuullisen todennäköisesti odottaa vaikuttavan merkittäväällä tavalla Liikkeeseenlaskijan tai Takaajien tulevaisuudennäkymiin.

Jakso B – Liikkeeseenlaskija ja Takaajat

Osatekijä	Tiedonanto- velvollisuus	Tiedonanto																						
B.4b	Suuntaukset, jotka vaikuttavat Liikkeeseenlas kijaan ja Takaajiin tai niiden toimialaan	Yleisellä tasolla Suomen kuitukankaiden kysyntä on kasvamassa maailmanlaajuisesti useiden megatrendien tukemana (näiden joukossa mm. suuremman ostovoiman omaava kasvava keskiluokka, kasvanut eliniänodote, terveyden ja hyvinvoinnin merkitystä korostava elämäntyyli sekä kuluttajan halu tehdä jokapäiväisestä elämästään mahdollisimman helppoa ja mukavaa). Näkymät makrotaloudessa ja kuluttajien luottamuksessa omaan taloustilanteeseensa vaikuttavat myös Suomen tuotteiden kysyntään, vaikka kysyntä ei historiallisesti ole ollut erityisen syklistä.																						
B.5	Konserniraken ne	<p>Suominen Oyj on koko konsernin emoyhtiö, ja siten se johtaa ja ohjaa koko konsernin liiketoimintaa. Konserni muodostuu emoyhtiöstä ja sen konsolidoiduista tytäryhtiöistä.</p> <p>Seuraavassa taulukossa esitetään merkittävimmät tytäryhtiöt, jotka Suominen Oyj omistaa suoraan tai välillisesti tämän Listalleottoesitteen hyväksymispäivänä (kaikki yhtiöt ovat 100 %:sti konsernin omistuksessa):</p> <table><tr><th colspan="2">SUOMINEN OYJ:N MERKITTÄVIMMÄT TYTÄRYHTIÖT (Takaajayhtiöt on tummennettu)</th></tr><tr><td>Suominen Kuitukankaat Oy, Nakkila, Suomi</td><td>100%</td></tr><tr><td>Suominen Spain Holding, S.A.U, Alicante, Espania</td><td>100%</td></tr><tr><td>Suominen US Holding, Inc., Delaware, Yhdysvallat</td><td>100%</td></tr><tr><td>Cressa Nonwovens s.r.l.,Mozzate, Italia</td><td>100%</td></tr><tr><td>Mozzate Nonwovens s.r.l., Mozzate, Italia</td><td>100%</td></tr><tr><td>Alicante Nonwovens S.A.U., Alicante, Espania</td><td>100%</td></tr><tr><td>Bethune Nonwovens, Inc., Bethune, Yhdysvallat</td><td>100%</td></tr><tr><td>Green Bay Nonwovens, Inc., Green Bay, Yhdysvallat</td><td>100%</td></tr><tr><td>Windsor Locks Nonwovens, Inc., Windsor Locks, Yhdysvallat</td><td>100%</td></tr><tr><td>Suominen Brasil Industria e Comercio de Nao-Tecidos LTDA, Paulinia, Brasilia</td><td>100%</td></tr></table>	SUOMINEN OYJ:N MERKITTÄVIMMÄT TYTÄRYHTIÖT (Takaajayhtiöt on tummennettu)		Suominen Kuitukankaat Oy, Nakkila, Suomi	100%	Suominen Spain Holding, S.A.U, Alicante, Espania	100%	Suominen US Holding, Inc., Delaware, Yhdysvallat	100%	Cressa Nonwovens s.r.l.,Mozzate, Italia	100%	Mozzate Nonwovens s.r.l., Mozzate, Italia	100%	Alicante Nonwovens S.A.U., Alicante, Espania	100%	Bethune Nonwovens, Inc., Bethune, Yhdysvallat	100%	Green Bay Nonwovens, Inc., Green Bay, Yhdysvallat	100%	Windsor Locks Nonwovens, Inc., Windsor Locks, Yhdysvallat	100%	Suominen Brasil Industria e Comercio de Nao-Tecidos LTDA, Paulinia, Brasilia	100%
SUOMINEN OYJ:N MERKITTÄVIMMÄT TYTÄRYHTIÖT (Takaajayhtiöt on tummennettu)																								
Suominen Kuitukankaat Oy, Nakkila, Suomi	100%																							
Suominen Spain Holding, S.A.U, Alicante, Espania	100%																							
Suominen US Holding, Inc., Delaware, Yhdysvallat	100%																							
Cressa Nonwovens s.r.l.,Mozzate, Italia	100%																							
Mozzate Nonwovens s.r.l., Mozzate, Italia	100%																							
Alicante Nonwovens S.A.U., Alicante, Espania	100%																							
Bethune Nonwovens, Inc., Bethune, Yhdysvallat	100%																							
Green Bay Nonwovens, Inc., Green Bay, Yhdysvallat	100%																							
Windsor Locks Nonwovens, Inc., Windsor Locks, Yhdysvallat	100%																							
Suominen Brasil Industria e Comercio de Nao-Tecidos LTDA, Paulinia, Brasilia	100%																							
B.9	Tulosennuste	<p>Seuraavat tarkistetut näkymät sisältyvät Suomen 9. elokuuta 2017 julkistettuun osavuositarkistukseen ajalta tammi-kesäkuu 2017:</p> <p><i>”Näkymät vuodelle 2017</i></p> <p>Suominen odottaa koko vuoden 2017 liikevaihdon olevan paremman kuin vuonna 2016. Vertailukelpoisen liikevoiton odotetaan jäävän vuoden 2016 tasosta.</p> <p>Suomen liikevaihto vuonna 2016 oli 416,9 milj. euroa ja vertailukelpoinen liikevoitto 25,6 milj. euroa. Vertailukelpoisen liikevoiton laskentatapa on esitetty Suomen konsernitilinpäätöksessä 2016.</p>																						
B.10	Historiallisia taloudellisia tietoja koskevassa tilintarkastus-kertomuksessa mahdollisesti esitettyjen muistutusten luonne	Ei sovellu. Historiallisia taloudellisia tietoja koskevissa tilintarkastuskertomuksissa ei ole esitetty muistutuksia.																						

Jakso B – Liikkeeseenlaskija ja Takaajat

Osatekijä	Tiedonanto- velvollisuus	Tiedonanto
B.12	Valikoidut historialliset keskeiset taloudelliset tiedot	<p>Seuraavissa taulukoissa esitetään eräitä Suominen-konsernin taloudellisia tietoja 30.6.2017 ja 30.6.2016 päättyneiltä kuuden kuukauden jaksoilta sekä 31.12.2016 ja 31.12.2015 päättyneiltä tilikausilta. Alla esitetty taloudellinen tieto on peräisin Suominen-konsernin tilintarkastamattomasta osavuositarkastuksesta 30.6.2017 päättyneeltä kuuden kuukauden jaksolta, mukaan lukien tilintarkastamattomista taloudellisista vertailutiedoista 30.6.2016 päättyneeltä kuuden kuukauden jaksolta sekä tilintarkastetuista konsernitilinpäätöksistä 31.12.2016 ja 31.12.2015 päättyneiltä tilikausilta.</p> <p>Suomisen konsernitilinpäätökset on laadittu EU:ssa käyttöön hyväksyttyjen kansainvälisten tilinpäätösstandardien (IFRS) mukaisesti ja Suomisen osavuositarkastus on laadittu ”IAS 34 Osavuositarkastukset” -standardin mukaisesti.</p> <p>Alla esitetyt eräät taloudelliset tiedot tulee lukea yhdessä osion <i>“Business of Suominen and Information about the Issuer”</i> sekä Suomisen 31.12.2016 ja 31.12.2015 päättyneiden tilikausien tilintarkastettujen konsernitilinpäätösten kanssa, sekä 30.6.2017 päättyneen kuuden kuukauden jakson tilintarkastamattoman osavuositarkastuksen kanssa, jotka on sisällytetty viittaamalla tähän Listalleottoesitteeseen.</p> <p>Taloudellisen raportoinnin terminologian muutos Euroopan arvopaperimarkkinaviranomaisen suosituksen mukaisesti</p> <p>29.6.2016 julkaistun pörssitiedotteen mukaisesti Suominen muutti taloudellisen raportoinnin terminologiaansa Euroopan arvopaperimarkkinaviranomaisen suosituksen mukaisesti.</p> <p>Euroopan arvopaperimarkkinaviranomainen (European Securities and Markets Authority, ESMA) on julkaissut uudet ohjeet listayhtiöiden taloudellisissa raportoinnissa esitettävistä vaihtoehtoisista tunnusluvuista. Ohjeet tulivat voimaan 3.7.2016 ja Suominen Oyj muutti 9.8.2016 julkaistusta tammi-kesäkuun Q2/2016 osavuositarkastuksesta alkaen vaihtoehtoisin tunnuslukuihin liittyvää terminologiaa.</p> <p>Uusien ohjeiden nojalla Suominen muutti aiemmin käyttämänsä termin <i>”ilman kertaluonteisia eriä”</i> termiksi <i>”vertailukelpoinen”</i>. Vertailukelpoisista tunnusluvuista on oikaistu tiettyjä merkittäviä liiketapahtumia, joiden katsotaan vaikuttavan eri raportointikausien väliseen vertailuun. Näitä ovat muun muassa arvonalentumistappiot tai niiden peruutukset, merkittävät omaisuuserien luovutusvoitot ja -tappiot sekä uudelleenjärjestelykulut. Tunnuslukujen vertailukelpoisuutta parantavien oikaisuerien määritelmä vastaa sisällöltään Suomisen aiemmin käyttämää kertaluonteisten erien määritelmää.</p> <p>Yllä kuvatun muutoksen mukaista terminologiaa on käytetty tässä Listalleottoesitteessä myös 30.6.2016 päättyneen kuuden kuukauden jakson sekä 31.12.2015 päättyneen tilikauden kohdalla. Terminologian muutoksesta huolimatta tilikauden 2015 ja 30.6.2016 päättyneen kuuden kuukauden jakson tunnuslukuja ei ole muutettu suhteessa tilinpäätöksessä 2015 ja osavuositarkastuksessa tammikuu–kesäkuu 2016 esitettyihin tunnuslukuihin.</p> <p>Suomisen konsernitilinpäätöksessä esitettävät luvut on pääosin esitetty tuhansina euroina. Pyöristyseroista johtuen taulukoiden luvut eivät yhteenlaskettuina välttämättä täsmää taulukoiden loppusummiin.</p>

KONSERNIN TASE	1 000 euroa	30.6.2017	30.6.2016	31.12.2016	31.12.2015
		(tilintarkastamaton)		(tilintarkastettu)	
VARAT					
Pitkäaikaiset varat					
Liikearvo		15,496	15,496	15,496	15,496
Aineettomat hyödykkeet		15,795	13,385	14,133	13,275
Aineelliset käyttöomaisuushyödykkeet		140,194	100,499	135,510	97,931
Lainasaamiset		5,836	7,093	6,836	7,793
Myytavissä olevat varat		777	777	777	777
Muut pitkäaikaiset saamiset		1,959	2,327	2,524	2,402
Laskennalliset verosaamiset		3,697	4,330	3,424	4,491
Pitkäaikaiset varat yhteensä		183,753	143,907	178,698	142,165
Lyhytaikaiset varat					
Vaihto-omaisuus		39,735	32,739	42,631	32,557
Myyntisaamiset		59,563	57,888	53,946	51,547
Lainasaamiset		2,550	1,250	1,550	1,000
Muut lyhytaikaiset saamiset		5,159	5,583	7,274	7,038
Kauden verotettavaan tuloon perustuvat verosaamiset		974	2,156	2,008	1,874
Rahavarat		20,379	56,545	29,522	55,570
Lyhytaikaiset varat yhteensä		128,360	156,161	136,929	149,585
VARAT YHTEENSÄ		312,113	300,069	315,628	291,750
OMA PÄÄOMA JA VELAT					
Oma pääoma					
Osakepääoma		11,860	11,860	11,860	11,860
Ylikurssirahasto		24,681	24,681	24,681	24,681
Sijoitetun vapaan oman pääoman rahasto		76,262	69,732	70,855	69,652
Omat osakkeet		-44	-44	-44	-44
Arvonmuutos- ja muut rahastot		398	205	10	-118
Kurssierot		2,923	6,440	12,613	5,097
Kertyneet voittovarot		7,044	334	6,324	-3,076
Emoyhtiön omistajille kuuluva oma pääoma		123,125	113,209	126,300	108,052
Hybridilaina		10,950	17,503	16,525	17,664
Oma pääoma yhteensä		134,074	130,712	142,824	125,716
Velat					
Pitkäaikaiset velat					
Laskennalliset verovelat		10,726	10,811	11,195	10,890
Velat etuuspohjaisista järjestelyistä		988	1,070	1,081	1,105
Muut pitkäaikaiset velat		706	329	364	651
Joukkovelkakirjalainat		75,000	75,000	75,000	75,000
Muut pitkäaikaiset korolliset velat		9,089	16,250	11,574	18,498
Pitkäaikaiset velat yhteensä		96,510	103,460	99,214	106,144
Lyhytaikaiset velat					
Lyhytaikaiset korolliset velat		16,729	5,632	7,923	3,363
Kauden verotettavaan tuloon perustuvat verovelat		2,692	2,625	280	47
Ostovelat ja muut lyhytaikaiset velat		62,108	57,639	65,388	56,479
Lyhytaikaiset velat yhteensä		81,529	65,897	73,590	59,889
Velat yhteensä		178,039	169,357	172,804	166,034
OMA PÄÄOMA JA VELAT YHTEENSÄ		312,113	300,069	315,628	291,750

KONSERNIN TULOSLASKELMA

1 000 euroa	1-6/2017	1-6/2016	1.1. – 31.12.2016	1.1. – 31.12.2015
	(tilintarkastamaton)		(tilintarkastettu)	
Liikevaihto	224,922	212,701	416,862	444,042
Hankinnan ja valmistuksen kulut	-199,368	-185,907	-364,636	-386,042
Bruttokate	25,554	26,794	52,226	58,000
Liiketoiminnan muut tuotot	936	1,099	1,909	2,637
Myynnin ja markkinoinnin kulut	-3,809	-3,576	-7,364	-7,760
Tutkimus ja kehityskulut	-2,481	-1,831	-4,330	-3,527
Hallinnon kulut	-9,630	-8,270	-16,191	-16,709
Liiketoiminnan muut kulut	80	-12	-629	-862
Liikevoitto	10,649	14,204	25,622	31,778
Nettorahoituskulut	-442	-1,211	-3,190	-5,302
Voitto ennen tuloveroja	10,207	12,993	22,432	26,476
Tuloverot	-3,850	-4,333	-7,199	-9,456
Raportointikauden voitto	6,357	8,660	15,233	17,020
Osakekohtainen tulos, euroa				
Laimentamaton	0.12	0.16	0.29	0.32
Laimennettu	0.11	0.15	0.26	0.29

KONSERNIN LAAJA TULOSLASKELMA

1 000 euroa	1-6/2017 (tilintarkastamaton)	1-6/2016	1.1. – 31.12.2016 (tilintarkastettu)	1.1. – 31.12.2015
Raportointikauden voitto	6,357	8,660	15,233	17,020
Muut laajan tuloksen erät:				
Erät, jotka siirretään myöhemmin tulosvaikutteisiksi:				
Kurssierot	-10,522	1,563	7,881	2,356
Rahavirran suojausten ja myytävissä olevien varojen käypien arvojen muutokset	209	397	245	-970
Tulosvaikutteiseksi siirretyt erät	-17	69	116	669
Aineellisiin käyttöomaisuushyödykkeisiin siirretyt erät	187	-133	-188	91
Muihin laajan tuloksen eriin liittyvät tuloverot	841	-229	-410	-632
Yhteensä	-9,302	1,666	7,644	1,514
Erät, joita ei siirretä tulosvaikutteisiksi:				
Etuuspohjaisten järjestelyiden uudelleen määrittämisestä johtuvat erät	43	–	-110	-26
Muihin laajan tuloksen eriin liittyvät tuloverot	-12	–	16	8
Yhteensä	31	–	-93	-18
Raportointikauden laaja tulos yhteensä	-2,915	10,327	22,784	18,516

KONSERNIN RAHAVIRTALASKELMA

1 000 euroa	1-6/2017	1-6/2016	1.1. – 31.12.2016	1.1. – 31.12.2015
		(tilintarkastamaton)	(tilintarkastettu)	
Liiketoiminnan rahavirta				
Raportointikauden voitto	6,357	8,660	15,233	17,020
Oikaisut raportointikauden voittoon yhteensä	14,558	14,455	29,783	32,870
Rahavirta ennen nettokäyttöpääoman muutosta	20,915	23,115	45,016	49,890
Nettokäyttöpääoman muutos	-2,476	-3,238	-6,277	-7,921
Rahoituserät	-2,369	-1,932	-3,895	-6,425
Tuloverot	252	-1,264	-6,348	-8,269
Liiketoiminnan rahavirta	16,322	16,682	28,496	27,274
Investointien rahavirta				
Investoinnit aineellisiin käyttöomaisuushyödykkeisiin ja aineettomiin hyödykkeisiin	-25,135	-10,662	-49,553	-22,369
Kauppahinnan oikaisut	–	161	161	–
Investointien rahavirta myydyistä liiketoiminnoista	287	313	313	167
Aineellisten käyttöomaisuushyödykkeiden ja aineettomien hyödykkeiden myynnit	–	–	8	10
Investointien rahavirta	-24,848	-10,188	-49,072	-22,192
Rahoituksen rahavirta				
Muiden korollisten pitkäaikaisten lainojen nostot	–	–	–	15,000
Muiden korollisten pitkäaikaisten lainojen takaisinmaksut	–	–	–	-3,333
Lyhytaikaisten korollisten velkojen takaisin maksut	-2,220	-26	-3,359	-14
Lyhytaikaisten korollisten velkojen nostot	10,000	–	–	–
Lainasaamisten takaisinmaksut	–	450	1,000	600
Osakeanti	–	–	–	340
Osingonjako	-5,585	-5,030	-5,030	–
Varojen jako	–	–	–	-2,504
Hybridilainan koron maksu	-642	-624	-624	–
Rahoituksen rahavirta	1,552	-5,230	-8,013	10,089
Rahavarojen muutos	-6,974	1,263	-28,588	15,171
Rahavarat raportointikauden alussa	29,522	55,570	55,570	38,430
Valuuttakurssimuutosten vaikutus	-2,169	-287	2,540	1,968
Rahavarojen muutos	-6,974	1,263	-28,588	15,171
Rahavarat raportointikauden lopussa	20,379	56,545	29,522	55,570

TUNNUSLUVUT

Suomen esittää tässä Listalleottoesitteessä eräitä tunnuslukuja, jotka eivät ole Euroopan arvopaperimarkkinaviranomaisen (European Securities and Markets Authority, ESMA) ohjeen mukaisesti IFRS-tunnuslukuja, vaan vaihtoehtoisia tunnuslukuja. Vaihtoehtoisia tunnuslukuja esitetään lisätietona IFRS-tilinpäätökseen sisältyville tuloslaskemissa, taseissa ja rahavirroissa esitetyille tunnusluvuille, mutta ne eivät korvaa IFRS-tunnuslukuja. Yhtiö katsoo, että esitetyt yleisesti käytössä olevat vaihtoehtoiset tunnusluvut antavat olennaista lisätietoa Yhtiön tuloksesta, taloudellisesta asemasta ja taloudellisesta kehityksestä sekä Yhtiön johdolle että sijoittajille ja muille tahoille. Lisäksi tiettyjen vaihtoehtoisten tunnuslukujen, kuten vertailukelpoisen liikevoiton esittäminen helpottaa eri raportointikausien välistä vertailua, kun tavanomaiseen liiketoimintaan kuulumattomat erät on oikaistu vaihtoehtoisista tunnusluvuista.

Tässä Listalleottoesitteessä esitetyt vaihtoehtoiset tunnusluvut ovat liikevoitto, vertailukelpoinen liikevoitto, käyttökate (EBITDA), sijoitetun pääoman tuotto (ROI, %), omavaraisuusaste (%), ja velkaantumisaste (gearing, %).

Seuraavissa taulukoissa tunnusluvut on täsmäytetty IFRS-tilinpäätöksessä ja puolivuotiskatsauksessa esitettyihin lukuihin.

EBITDA	30.6.2017	30.6.2016	31.12.2016	31.12.2015
1 000 euroa	(tilintarkastamaton)		(tilintarkastettu)	
Liikevoitto	10,649	14,204	25,622	31,778
+ Poistot ja arvonalentumiset	9,207	9,146	18,520	17,684
EBITDA	19,856	23,350	44,142	49,462
Korolliset nettovelat	30.6.2017	30.6.2016	31.12.2016	31.12.2015
1 000 euroa	(tilintarkastamaton)		(tilintarkastettu)	
Korolliset velat	100,818	96,882	94,497	96,862
Korolliset saamiset	-8,386	-8,343	-8,386	-8,793
Rahavarat	-20,379	-56,545	-29,522	-55,570
Korolliset nettovelat	72,053	31,994	56,589	32,499
Sijoitettu pääoma	30.6.2017	30.6.2016	31.12.2016	31.12.2015
1 000 euroa	(tilintarkastamaton)		(tilintarkastettu)	
Oma pääoma yhteensä	134,074	130,712	142,824	125,716
Korolliset velat	100,818	96,882	94,497	96,862
Sijoitettu pääoma	234,892	227,594	237,321	222,578
Sijoitetun pääoman tuotto (ROI), %	30.6.2017	30.6.2016	31.12.2016	31.12.2015
1 000 euroa	(tilintarkastamaton)		(tilintarkastettu)	
Liikevoitto (rullaava 12 kuukautta)	22,067	28,229	25,622	31,778
Rahoitustuotot (rullaava 12 kuukautta)	761	712	727	734
Yhteensä	22,828	28,941	26,349	32,512
Sijoitettu pääoma yhteensä 30.6.2016 / 30.6.2015 / 31.12.2015 / 31.12.2014	227,594	204,328	222,578	193,750
Sijoitettu pääoma yhteensä 30.9.2016 / 30.9.2015 / 31.3.2016 / 31.3.2015	228,648	202,027	217,181	200,051
Sijoitettu pääoma yhteensä 31.12.2016 / 31.12.2015 / 30.6.2016 / 30.6.2015	237,321	222,578	227,594	204,328
Sijoitettu pääoma yhteensä 31.3.2017 / 31.3.2016 / 30.9.2016 / 30.9.2015	244,103	217,181	228,648	202,027
Sijoitettu pääoma yhteensä 30.6.2017 / 30.6.2016 / 31.12.2016 / 31.12.2015	234,892	227,594	237,321	222,578
Keskiarvo	234,512	214,741	226,664	204,547
Sijoitetun pääoman tuotto (ROI), %	9.7	13.5	11.6	15.9
Omavaraisuusaste, %	30.6.2017	30.6.2016	31.12.2016	31.12.2015
1 000 euroa	(tilintarkastamaton)		(tilintarkastettu)	
Oma pääoma yhteensä	134,074	130,712	142,824	125,716
Taseen loppusumma	312,113	300,069	315,628	291,750
Saadut ennakot	-21	0	-3	-596
	312,092	300,069	315,625	291,154
Omavaraisuusaste, %	43.0	43.6	45.3	43.2
Velkaantumisaste, %	30.6.2017	30.6.2016	31.12.2016	31.12.2015

1 000 euroa	(tilintarkastamaton)		(tilintarkastettu)	
Korolliset nettovelat	72,053	31,994	56,589	32,499
Oma pääoma yhteensä	134,074	130,712	142,824	125,716
Velkaantumisaste, %	53.7	24.5	39.6	25.9
Vertailukelpoinen liikevoitto	30.6.2017	30.6.2016	31.12.2016	31.12.2015
1 000 euroa	(tilintarkastamaton)		(tilintarkastettu)	
Liikevoitto	10,649	14,204	25,622	31,778
Arvon alentumistappion peruutus	–	–	–	-530
Vertailukelpoinen liikevoitto	10,649	14,204	25,622	31,248

EBITDA (tEUR)	= Jatkuvien toimintojen tulos ennen poistoja ja arvonalentumisia (liikevoitto + poistot ja arvonalentumiset)
Korolliset nettovelat	= Korolliset velat – korolliset saamiset – rahavarat
Sijoitettu pääoma	= Oma pääoma yhteensä + korolliset velat
Sijoitetun pääoman tuotto (ROI), %	$\frac{\text{Liikevoitto} + \text{rahoitustuotot (rullaava 12 kuukautta)}}{\text{Sijoitettu pääoma, vuosineljännesten keskiarvo}} \times 100$
Omavaraisuusaste, %	$\frac{\text{Oma pääoma yhteensä}}{\text{Taseen loppusumma - saadut ennakot}} \times 100$
Velkaantumisaste, %	$\frac{\text{Korolliset nettovelat}}{\text{Oma pääoma yhteensä}} \times 100$
Vertailukelpoinen liikevoitto (EBIT)	= Jatkuvien toimintojen tulos poistojen ja arvonalentumisten jälkeen oikaistuna tuloksen vertailukelpoisuuteen vaikuttavilla erillä

Jakso B – Liikkeeseenlaskija ja Takaajat

Osatekijä	Tiedonanto- velvollisuus	Tiedonanto
		<p>Lukuun ottamatta Suomisen 20. heinäkuuta 2017 julkaistua tarkistettua ohjeistusta vuoden 2017 liikevoitosta (katso jäljempänä), Yhtiön tai konsernin tai Takaajien tulevaisuudennäkymissä ei ole tapahtunut merkittäviä kielteisiä muutoksia sitten viimeisimmän, 31.12.2016 päättyneeltä tilikaudelta laaditun tilintarkastetun tilinpäätöksen jälkeen.</p> <p>Yhtiön tai konsernin tai Takaajien taloudellisessa tai liiketoiminnallisessa asemassa ei ole tapahtunut merkittäviä muutoksia sen jälkeen, kun viimeiseltä 30.6.2017 päättyneeltä kaudelta on julkistettu konsernin tilintarkastamaton osavuositarkastus. Katso kuitenkin ohjeistuksen tarkistusta koskeva kohta alla.</p> <p>Bethunen uuden tuotantolinjan suunniteltua hitaamman käynnistymisen sekä myynnin jakauman epäsuotuisan kehityksen vuoksi Suominen tarkisti ohjaustaan vuoden 2017 liikevoiton osalta 20.7.2017.</p> <p>Aiemmin, edellisessä osavuositarkastuksessaan 26.4.2017, Suominen arvioi yhtiön koko vuoden 2017 liikevaihdon olevan paremman kuin vuonna 2016. Myös vertailukelpoisen liikevoiton arvioitiin olevan vuotta 2016 parempi, edellyttäen että Bethunen uusi tuotantolinja käynnistyy suunnitelmien mukaisesti. 20.7.2017 Suominen julkaisi tarkistuksen ohjaukseensa, jonka mukaisesti Suominen tarkisti ohjaustaan liikevoiton kehityksen osalta ja odotti, että yhtiön koko vuoden 2017 vertailukelpoinen liikevoitto jää vuoden 2016 tasosta. Suomisen arvio liikevaihdon kasvusta vuonna 2017 pysyy kuitenkin yhtiön 20.7.2017 toteamalla tavalla ennallaan. Yhtiö odottaa liikevaihdon olevan paremman kuin vuonna 2016. Suomisen liikevaihto vuonna 2016 oli 416,9 milj. euroa ja vertailukelpoinen liikevoitto 25,6 milj. euroa.</p> <p>Seuraavat tarkistetut näkymät sisältyvät Suomisen 9. elokuuta 2017 julkistettuun osavuositarkastukseen ajalta tammi-kesäkuu 2017:</p> <p><i>”Näkymät vuodelle 2017</i></p> <p>Suominen odottaa koko vuoden 2017 liikevaihdon olevan paremman kuin vuonna 2016. Vertailukelpoisen liikevoiton odotetaan jäävän vuoden 2016 tasosta.</p> <p>Suomisen liikevaihto vuonna 2016 oli 416,9 milj. euroa ja vertailukelpoinen liikevoitto 25,6 milj. euroa. Vertailukelpoisen liikevoiton laskentatapa on esitetty Suomisen konsernitilinpäätöksessä 2016.”</p>
B.13	Viimeaikaiset tapahtumat, jotka ovat ratkaisevia arvioitaessa Liikkeeseenlaskijan tai Takaajien maksukykyä	Ei sovellu. Ei ole olemassa Liikkeeseenlaskijaan tai Takaajiin liittyviä viimeaikaisia tapahtumia, jotka ovat ratkaisevia arvioitaessa Liikkeeseenlaskijan tai Takaajien maksukykyä.
B.14	Riippuvuus muista konserniin kuuluvista yksiköistä	<p>Liikkeeseenlaskija on holdingyhtiö, jolla ei ole valmistustoimintaa. Liikkeeseenlaskija tarjoaa tytäryhtiöilleen hallintopalveluita ja rahoitusta. Liikkeeseenlaskijalla on oman pääomanehtoinen intressi ja/tai konsernin sisäisiä saatavia tytäryhtiöiltään. Liikkeeseenlaskija on riippuvainen operatiivisista konserniyhtiöistä saadusta kassavirrasta (muodostuen hallintopalveluista saatavista maksuista, rojaltituotoista, osingoista, konsernin sisäisten lainojen koroista sekä muusta varojen jaosta).</p> <p>Kyseessä on kokonaisuutena johdettu ja rahoitettu konserni, siihen liittyvine tyypillisine riippuvuussuhteineen.</p>

B.15	Päätoimialat	<p>Suominen valmistaa kuitukankaita rullatavarana pyyhintä- ja hygieniatuotteisiin sekä terveydenhuollon sovelluksiin. Yhtiön johdon näkemyksen mukaan Suominen on pyyhintätuotteisiin käytettävien kuitukankaiden maailmanlaajuinen markkinajohtaja. Suomisella on lähes 670 työntekijää Euroopassa ja Pohjois- ja Etelä-Amerikassa. Suomisen kuitukankaista valmistettuja pyyhintätuotteita ovat esimerkiksi henkilökohtaiseen hygieniaan ja lastenhoitoon tarkoitetut kosteuspyyhkeet sekä kodinhoitoon ja ammattikäyttöön tarkoitetut pyyhintätuotteet. Hygieniatuotesovelluksia ovat esimerkiksi terveysiteet, vaipat sekä inkontinenssituotteet. Terveydenhuollon kuitukankaita käytetään muun muassa leikkaussaliliinoihin ja haavataitoksiin. Suomisen liikevaihto vuonna 2016 oli 416,9 milj. euroa ja vertailukelpoinen liikevoitto 25,6 milj. euroa.</p>
B.16	Määräysvalta	Ei sovellu. Siltä osin kuin Suominen on tietoinen, Suominen ei ole suoraan tai välillisesti kenenkään omistuksessa tai määräysvallassa.
B.17	Luotto- luokitukset	Ei sovellu. Liikkeeseenlaskijalle tai sen velkapapereille ei ole laadittu luottokelpoisuusluokituksia liikkeeseenlaskijan pyynnöstä tai yhteistyössä sen kanssa.
B.18	Kuvaus takauksen luonteesta ja soveltamisalasta	<p>Liikkeeseenlaskijan suoraan tai välillisesti täysin omistamat tytäryhtiöt Green Bay Nonwovens, Inc., Bethune Nonwovens, Inc., Windsor Locks Nonwovens, Inc., Suominen Kuitukankaat Oy, Alicante Nonwovens S.A.U., Cressa Nonwovens s.r.l. ja Mozzate Nonwovens s.r.l. ("Takaajat") ovat antaneet Velkakirjan haltijoiden, Velkakirjan haltijoiden agentin ja liikkeeseenlaskuagentin hyväksi omavelkaisen takauksen ("Takaus") kaikista niistä velvoitteista, joita Liikkeeseenlaskijalla on Velkakirjan ehtojen (Annex A) sekä Velkakirjan haltijoiden agentin ja Liikkeeseenlaskijan välillä tehdyn agenttisopimuksen ja liikkeeseenlaskuagentin ja Liikkeeseenlaskijan välillä tehdyn agenttisopimuksen perusteella.</p> <p>Takaajat ovat antaneet Nordea Bank AB (publ), Suomen sivuliikkeelle ja Svenska Handelsbanken AB (julk), Suomen sivukonttoritoiminnalle lainanantajina omavelkaisen takauksen myös niistä velvoitteista, joita Liikkeeseenlaskijalla lainanottajana on samanaikaisesti joukkovelkakirjalainan liikkeeseenlaskun yhteydessä tekemänsä 100 miljoonan euron pankkilainasopimuksen perusteella.</p> <p>Lisäksi velkakirjalainaa 2019 koskeva omavelkainen takaus pysyy voimassa siltä osin kuin velkakirjalainan 2019 haltijat eivät hyväksy ostotarjousta.</p>
B.19	Takaajien viralliset nimet	<ul style="list-style-type: none"> • Suominen Kuitukankaat Oy (rinnakkaistoiminimi Suominen Nonwovens Ltd.) • Alicante Nonwovens S.A.U. • Cressa Nonwovens s.r.l. • Mozzate Nonwovens s.r.l. • Green Bay Nonwovens, Inc. • Bethune Nonwovens, Inc. • Windsor Locks Nonwovens, Inc.
B.19	Takaajien kotipaikka/oikeu- dellinen muoto/sovelletta- va laki/perustamis- maa	<ul style="list-style-type: none"> • Suominen Kuitukankaat Oy (rekisteröintinumero 0135649-8) on Suomen lainsäädännön mukaan perustettu, olemassa oleva osakeyhtiö. Yhtiön osoite on Suomisentie 11, FI-29251 Nakkila, Suomi • Alicante Nonwovens S.A.U. (rekisteröintinumero A03080280) on Espanjan lainsäädännön mukaan perustettu, olemassa oleva osakeyhtiö. Yhtiön osoite on Ctra, Vilena – Onteniente, Km 10, 03460 Benejama (Alicante), Espanja • Cressa Nonwovens s.r.l. (rekisteröintinumero 03354120135) on Italian lainsäädännön mukaan perustettu, olemassa oleva osakeyhtiö. Yhtiön osoite on Via Borgomanero 38, 28012 Cressa, Italia

- Mozzate Nonwovens s.r.l. (rekisteröintinumero 03354100137) on Italian lainsäädännön mukaan perustettu, olemassa oleva osakeyhtiö. Yhtiön osoite on Via al Corbè, s/n, 22076 Mozzate, Italia
- Green Bay Nonwovens, Inc. (rekisteröintinumero 80-0755308) on Yhdysvaltain Wisconsinin osavaltion lainsäädännön mukaan perustettu, olemassa oleva osakeyhtiö. Yhtiön osoite on 1250 Glory Road, 54324-0499 Green Bay, Wisconsin, Yhdysvallat
- Bethune Nonwovens, Inc. (rekisteröintinumero 45-3290583) on Yhdysvaltain Etelä-Carolinan osavaltion lainsäädännön mukaan perustettu, olemassa oleva osakeyhtiö. Yhtiön osoite on 500 Chestnut Street, 29009-0982 Bethune, Etelä-Carolina, Yhdysvallat
- Windsor Locks Nonwovens Inc. (rekisteröintinumero 45-3290956) on Yhdysvaltain Connecticutin osavaltion mukaan perustettu, olemassa oleva osakeyhtiö. Yhtiön osoite on One Hartfield Blvd, Suite 101, East Windsor, Connecticut, Yhdysvallat.

B.19 Takaajia koskevat taloudelliset tiedot

Valikoidut Takaajia koskevat tilintarkastamattomat tunnusluvut / EUR kaudelta 1.1.-30.6.2017

(luvut pitävät sisällään myös konsernin sisäiset erät)

Seuraavassa taulukossa esitetään eräitä Takaajia koskevia tilintarkastamattomia tunnuslukuja. Tunnusluvut 30.6.2017 päättyneeltä kuuden kuukauden jaksolta on laadittu IFRS standardien mukaisten Suomisen konsernitilinpäätöksen laatimisperiaatteiden mukaisesti. Jäljempänä esitetyt tilintarkastamattomat tunnusluvut ovat peräisin Suominen-konsernin 30.6.2017 päättyneen kuuden kuukauden jakson tilintarkastamattomien taloudellisten tietojen laadintaan käytetystä kirjanpitoaineistosta.

EUR 1,000	Liikevaihto Q1-Q2/2017	Osakepääoma 30.6.2017	Oma pääoma 30.6.2017	Taseen loppusumma 30.6.2017
			(tilintarkastamaton)	
Suominen Kuitukankaat Oy	21 044	10 596	8 028	24 216
Alicante Nonwovens S.A.U.	13 370	8 302	13 163	28 176
Cressa Nonwovens s.r.l.	4 049	10	6 831	8 184
Mozzate Nonwovens s.r.l.	50 984	10	8 072	40 568
Green Bay Nonwovens, Inc.	51 673	18 395	34 307	47 443
Bethune Nonwovens, Inc.	35 002	5 410	5 360	86 259
Windsor Locks Nonwovens, Inc.	41 973	16 231	30 491	43 138

Liikevaihtoa koskeva muuntokurssi EUR/USD on 1,0825 (keskiarvo ajalta tammi-kesäkuu 2017).

Osakepääomaa, omaa pääomaa ja taseen loppusummaa koskeva muuntokurssi EUR/USD on 1,1412 (ECB päätöskurssi 30.6.2017).

B.19 Takaajien päätoimialat

Jokainen Takaaja on Suomisen operatiivinen tytäryhtiö. Suomisen suora tai välillinen omistus takaajayhtiöissä on 100%. Takaajat valmistavat kuitukankaita rullatavarana käytettäväksi useiden tuotteiden valmistuksessa. Valmistukseen käytetään sekä sellu- että öljypohjaisia raaka-aineita. Tuotanto perustuu pääosin kysyntään ja asiakkaiden tilauksiin. Valmiiden tuotteiden varasto pidetään suhteellisen pienenä.

Jakso C – Arvopaperit

Osatekijä	Tiedonantovelvollisuus	Tiedonanto
C.1	Kaupankäynnin kohteeksi otettavien arvopapereiden tyyppi ja laji	Senior-statuksinen vakuudeton velkakirjalaina, jonka pääoman määrä on 85.000.000 euroa ja kunkin arvo-osuuden yksikköko on 1.000 euroa (" Velkakirja "). Velkakirjojen ISIN-tunnus on FI4000282660.
C.2	Arvopapereiden liikkeeseenlaskun valuutta	Euro.
C.5	Arvopapereiden vapaata luovutettavuutta koskevat rajoitukset	Kukin Velkakirja on vapaasti luovutettavissa sen jälkeen, kun se on kirjattu asianomaiselle arvo-osuustilille.
C.8	Arvopapereihin liittyvät oikeudet/ etuoikeusjärjestys	Velkakirjat ovat Liikkeeseenlaskijan suoria ja vakuudettomia sitoumuksia, joilla on Takaajien omavelkainen takaus. Velkakirjoilla on sama etuoikeusjärjestys toistensa kanssa ja vähintään sama etuoikeusjärjestys Liikkeeseenlaskijan kaikkien muiden nykyisten ja tulevien vakuudettomien ja subordinoinimattomien maksusitoumusten kanssa lukuun ottamatta sitoumuksia, jotka voivat olla pakottavien ja yleisesti sovellettavien lain säännösten nojalla etusijalla.
C.9	Korko/takaisinmaksu/ tuotto; arvopapereiden haltijoiden edustajan nimi	<p>Velkakirjoille maksetaan kiinteää korkoa 2,500 prosenttia vuodessa 3.10.2018 alkaen (kyseinen päivä mukaan lukien) Takaisinmaksupäivään (määritelty jäljempänä) asti (kyseinen päivä pois lukien). Korko maksetaan vuosittain takautuvasti alkaen 3.10.2018 ja sen jälkeen 3.10.</p> <p>Velkakirjat maksetaan takaisin täysimääräisesti nimellisarvostaan 3.10.2022 ("Takaisinmaksupäivä"), ellei Liikkeeseenlaskija ole maksanut Velkakirjoja ennaikaisesti takaisin.</p> <p>Velkakirjojen tuotto eräpäivään asti 100,000 prosentin emissiokurssilla oli 2,500 prosenttia vuodessa 3.10.2017 ("Liikkeeseenlaskupäivä").</p> <p>Velkakirjojen haltijoita edustaa Velkakirjojen haltijoiden kokous tai kirjallinen menettely.</p> <p>Intertrust (Finland) Oy toimii Velkakirjojen haltijoiden agenttina. Merkitsemällä Velkakirjan tai hyväksymällä velkakirjan luovutuksen, jokainen velkakirjanhaltija hyväksyy sen, että määrätty edustaja (liikkeellelaskupäivänä Intertrust (Finland) Oy) toimii hänen puolestaan ja suorittaa Velkakirjoihin ja takaukseen liittyviä hallinnollisia toimenpiteitä.</p>
C.10	Yhteys johdannaiseen	Ei sovellu. Velkakirjoista maksettava korko ei ole yhteydessä johdannaiseen.
C.11	Kaupankäynnin kohteeksi ottaminen	Hakemus tehdään Velkakirjojen listaamiseksi Helsingin pörssiin.

Jakso D – Riskit

Osatekijä	Tiedonantovelvollisuus	Tiedonanto
D.2	Keskeiset Liikkeeseenlaskijaan liittyvät riskit	<p>Tämänhetkiseen makrotaloudelliseen tilanteeseen liittyviä riskejä ovat muun muassa seuraavat:</p> <ul style="list-style-type: none"> • heikolla maailmantalouden kehityksellä, geopolitiisilla jännitteillä ja poliittisella kehityksellä voi olla olennainen haitallinen vaikutus Suomeen. <p>Suomisen liiketoimintaan liittyviä riskejä ovat muun muassa seuraavat:</p> <ul style="list-style-type: none"> • keskittyneellä asiakaskunnalla ja asiakkaisiin liittyvillä luottoriskeillä voi olla olennainen haitallinen vaikutus Suomeen; • liikevaihdon vähentymisellä voi olla olennainen haitallinen vaikutus Suomeen; • kulutustottumusten muutoksilla voi olla olennainen haitallinen vaikutus Suomeen; • kuluttajien mieltymyksiin ja vaatimuksiin liittyvillä muutoksilla voi olla olennainen haitallinen vaikutus Suomeen; • raaka-aineiden toimituskatkoksilla tai raaka-aineiden hinnannousuilla, joita Suomi ei saa siirrettyä asiakkailleen voi olla olennainen haitallinen vaikutus Suomeen; • kilpailun lisääntymisellä ja markkinoiden ylitarjonnalla voi olla olennainen haitallinen vaikutus Suomeen; • epäonnistuneella uudistetun liiketoimintastrategian toteuttamisella voi olla olennainen haitallinen vaikutus Suomeen; • tuotannon keskeytyksillä tai tuotantolaitosten vaurioilla voi olla olennainen haitallinen vaikutus Suomeen; • millä tahansa IT-järjestelmiin liittyvällä merkittävällä ongelmalla voi olla olennainen haitallinen vaikutus Suomeen; • epäonnistumisella uusien tuotteiden ja tuotantoteknologioiden menestyksessä kehittämisessä tai kyvyttömyydellä tuoda markkinoille ja kaupallistaa tällaisia tuotteita ja teknologioita nopeasti voi olla olennainen haitallinen vaikutus Suomeen; • investointien käyttöönottovaiheen riskeillä voi olla olennainen haitallinen vaikutus Suomeen; • pitkittyneillä teknisillä ongelmilla Bethunen uudella tuotantolaitoksella voi olla olennainen haitallinen vaikutus Suomeen; • tuotevastuukanteella tai -kanteilla Suomesta vastaan voi olla olennainen haitallinen vaikutus Suomeen; • epäonnistumisella mahdollisten yritysostojen menestyksessä toteuttamisessa voi olla olennainen haitallinen vaikutus Suomeen; • epäonnistumisella pätevän henkilöstön hankkimisessa tai avaintyöntekijöiden menettämisellä voi olla olennainen haitallinen vaikutus Suomeen; • työtaistelutoimenpiteillä, työnseisauksilla tai kohonneilla työvoimakustannuksilla, jotka koskevat Suomen liiketoiminta-

Jakso D – Riskit

Osatekijä	Tiedonantovelvollisuus	Tiedonanto
		<p>aluetta tai Suomen liiketoimintaan sidoksissa olevia aloja, voi olla olennainen haitallinen vaikutus Suomiseen;</p> <ul style="list-style-type: none"> • mahdollisilla oikeudenkäynneillä ja muilla vastaavilla prosesseilla, joidenka osapuolena Suominen voi aika ajoin olla, voi olla olennainen haitallinen vaikutus Suomiseen; • verotukseen liittyvillä riskeillä voi olla olennainen haitallinen vaikutus Suomiseen; • Suomen vakuutusten korvausrajat ylittävillä tappioilla tai tappiolla, joita Suomen vakuutukset eivät korvaa, voi olla olennainen haitallinen vaikutus Suomiseen; • kansallisen ja kansainvälisen ympäristö- ja työturvallisuuslainsäädännön ja -säännösten noudattamatta jättämisellä voi olla olennainen haitallinen vaikutus Suomiseen; • mahdollisilla tulevilla liikearvon tai muiden aineettomien hyödykkeiden arvonalentumiskirjauksilla voi olla olennainen haitallinen vaikutus Suomiseen; ja • liiketoimintaympäristön muutoksilla sekä poliittisten tai taloudellisten mullistusten aiheuttamilla muutoksilla Etelä-Amerikassa voi olla olennainen haitallinen vaikutus Suomiseen. <p>Rahoitukseen liittyviä riskejä ovat muun muassa seuraavat:</p> <ul style="list-style-type: none"> • epäonnistumisella riittävän rahoituksen saamisessa toiminnoille tai rahoituksen kasvaneilla kustannuksilla tai epäedullisilla ehdoilla voi olla olennainen haitallinen vaikutus Suomiseen; • euron ja tiettyjen muiden valuuttojen välisillä valuuttakurssivaihteluilla voi olla olennainen haitallinen vaikutus Suomiseen; ja • korkotasojen vaihtelulla voi olla olennainen haitallinen vaikutus Suomiseen. <p>Konsernirakenteeseen liittyviä riskejä ovat muun muassa seuraavat:</p> <ul style="list-style-type: none"> • Suominen on holdingyhtiö, jolla itsellään on rajalliset mahdollisuudet luoda kassavirtaa ja näin ollen Velkakirjoihin liittyvien velvoitteiden täyttäminen on riippuvainen operatiivisista konserniyrityksistä saadusta kassavirrasta; • konsernin suurimpien osakkeenomistajien edut voivat olla ristiriidassa Velkakirjan haltijoiden etujen kanssa; ja • Velkakirjojen ja Takausten mukaisten velvoitteiden etuoikeusasema on heikompi kuin ei-takaajina olevien Suomen tytäryhtiöiden velvoitteilla.
D.3	Tärkeimmät arvopapereille ominaiset riskit	<p>Velkakirjoihin ja Takaajiin liittyviä riskejä ovat muun muassa seuraavat:</p> <ul style="list-style-type: none"> • Velkakirjat eivät välttämättä ole sopiva sijoituskohde kaikille sijoittajille;

Jakso D – Riskit

Osatekijä	Tiedonantovelvollisuus	Tiedonanto
		<ul style="list-style-type: none"> • on mahdollista, ettei Velkakirjoille kehity aktiivisia kaupankäyntimarkkinoita; • Velkakirjojen kiinteä korko altistaa Velkakirjoihin sijoittaneet riskille siitä, että tällaisen arvopaperin hinta voi laskea markkinakorkojen muutoksen seurauksena; • sijoittajat voivat menettää Velkakirjoihin tekemänsä sijoituksen; • Velkakirjoille ei ole annettu mitään reaalivakuutta; • Takaajan muut takausvastuut voivat alentaa Takaajan kykyä maksaa kokonaisuudessaan Takaukseen liittyvät velvoitteensa Velkakirjojen haltijoille; • Takaajan maksukyvyttömyys tai Takauksen rajoitettu täytäntöönpantavuus voivat vaikuttaa Takaajan kykyyn täyttää Takaukseen liittyvät velvoitteensa; • Velkakirjoihin sovellettavassa laissa tai laintulkinnassa voi tapahtua muutoksia; • lainsäädäntö voi asettaa rajoituksia tietyille sijoituksille; • Velkakirjat eivät anna oikeutta äänestää Suomisen yhtiökokouksissa; • mikään luottoluokittaja ei ole tällä hetkellä luokitellut Velkakirjoja tai Liikkeeseenlaskijaa; • on mahdollista, että Suominen ei pysty rahoittamaan Velkakirjojen lunastusta omistuksenvaihdostilanteessa; • Liikkeeseenlaskija ei ole velvollinen korvaamaan Velkakirjoihin liittyvää ennakonpidätystä tai vastaavaa seuraamusta; • Velkakirjojen ehtojen muutokset sitovat kaikkia Velkakirjan haltijoita; • oikeus saada suoritus Velkakirjoista on ajallisesti rajoitettu kolmeen vuoteen; • Velkakirjoihin liittyvien transaktioiden toteuttaminen riippuu Euroclear Finland Oy:n toiminnoista ja järjestelmistä; • Suominen voi fuusioitua, myydä omaisuuttaan tai muuten tehdä merkittäviä järjestelyitä, joilla voi olla olennainen haitallinen vaikutus Velkakirjoihin tai Velkakirjan haltijoihin; • Suominen voi hankkia lisää velkaa ilman Velkakirjan haltijoiden suostumusta; • Velkakirjat voidaan lunastaa etukäteen; • Velkakirjan haltijoiden oikeuksien täytäntöönpano riippuu Velkakirjojen ehtojen ja Takauksen ohella agentin toimenpiteistä sekä siitä, että agentin mahdollisuutta panna Takaus täytäntöön voi rajoittaa paikallinen lainsäädäntö; • on mahdollista, ettei Takaus riitä kattamaan kaikkia Velkakirjoihin liittyviä vastuita tai että Takauksen täytäntöönpano viivästyy tai ettei Takaus ole lainkaan pantavissa täytäntöön; ja

Jakso D – Riskit

<u>Osatekijä</u>	<u>Tiedonantovelvollisuus</u>	<u>Tiedonanto</u>
		<ul style="list-style-type: none">• Velkakirjoihin tai Takaukseen liittyvien oikeuksien täytäntöönpano useassa eri oikeusjärjestyksessä saattaa osoittautua vaikeaksi.

Jakso E – Tarjous

Osatekijä	Tiedonantovelvollisuus	Tiedonanto
E.2b	Syyt tarjoamiseen ja varojen käyttö	Uudelleenrahoitus ja yleiset liiketoimintatarpeet.
E.3	Tarjouksen ehdot	<p>Pääoman määrä: 85 000 000 euroa.</p> <p>Agentti: Intertrust (Finland) Oy</p> <p>Liikkeeseenlaskuagentti: Nordea Bank AB (publ), Suomen sivuliike</p> <p>Velkakirjojen muoto: Euroclear Finlandin Infinity-järjestelmän arvo-osuuksia.</p> <p>Korko: 2,500 prosenttia vuodessa.</p> <p>Koronmaksupäivät: Takautuvasti vuosittain 3.10.2018 alkaen ja tämän jälkeen 3.10. Takaisinmaksupäivään asti.</p> <p>Liikkeeseenlaskupäivä: 3.10.2017.</p> <p>Takaisinmaksupäivä: 3.10.2022.</p> <p>Takaisinmaksu: Takaisinmaksupäivänä.</p> <p>Kovenantit: Määräysvallan vaihtuminen, taloudellista velkaantumista koskeva rajoitus, ristiin eräännyttäminen, panttaamattomuussitoumus, omaisuuden luovuttamista, takauksia, sulautumisia ja jakautumisia (tai muita liiketoiminnan uudelleenjärjestelyjä) koskevat rajoitukset.</p> <p>Emissiokurssi: 100,000 prosenttia.</p> <p>Vähimmäismerkintämäärä: 100 000 euroa.</p> <p>Kunkin arvo-osuuden yksikköko: 1 000 euroa.</p> <p>Sovellettava laki: Suomi.</p>
E.4	Liikkeeseenlaskuun liittyvät olennaiset intressit/eturistiriidat	<p>Pääjärjestäjien intressi: Velkakirjojen liikkeeseenlaskun kautta saatavilla varoilla on tarkoitus uudelleenrahoittaa sellaisia velkoja, joiden velkojina ovat muiden ohella Pääjärjestäjät.</p> <p>Velkakirjan haltijoiden agentin intressi: Tavanomainen liiketoimintaintressi rahoitusmarkkinoilla.</p>
E.7	Arvioidut kustannukset, jotka veloitetaan sijoittajalta	Liikkeeseenlaskija ei veloita kuluja sijoittajalta Velkakirjoihin liittyen.

RISK FACTORS

An investment in the Notes involves a number of risks, many of which are inherent to Suominen's business and could be significant. Investors considering an investment in the Notes should carefully review the information contained in this Prospectus and, in particular, the risk factors described below. Should one or more of the risk factors described herein materialize, it could have a material adverse effect on Suominen's business, financial condition, results of operations and future prospects and, therefore, on Suominen's ability to fulfill its obligations under the Notes as well as the market price and value of the Notes. The following description of risk factors is based on information known and assessed on the date of this Prospectus and, therefore, it is not necessarily exhaustive. Suominen also faces many of the risks inherent to the industries it operates in and additional risks not currently known or not currently deemed material that may also impair Suominen's business, financial condition, results of operations and future prospects. The market price of the Notes could decline due to the realization of these risks, and investors could lose a part or all of their investment. Potential investors should note that the order in which the risk factors are presented does not reflect the probability of their realization or order of importance.

As the Guarantors are operative subsidiaries of the Issuer and carry out the same activities as the Issuer, the risk factors relating to the business and operations of Suominen also apply to the Guarantors.

The capitalised words and expressions in this section shall have the meanings defined in "Terms and Conditions of the Notes" (Annex A).

Risks Relating to Current Macroeconomic Conditions

Weak global economic development, geopolitical tensions and political developments could have a material adverse effect on Suominen.

The general global economic situation and the changes in consumer purchasing habits constitute significant risk factors even if the consumer confidence is now relatively strong in Suominen's main market regions, Europe and North America. Global economic conditions are also likely to continue to be affected by concerns over increased geopolitical tensions, as well as political developments in Suominen's key market areas. These uncertainties can have an adverse effect on general business conditions, decrease the availability of credit, increase unemployment and lead to lower growth estimates. Nevertheless, in the future uncertainties in the global economic development are considered to include risks, such as low-growth period in the global GDP, which could have a negative impact on the demand of Suominen's products. Further, weak economic development may also have serious effects on the liquidity of Suominen's customers, which could result in increased credit losses for Suominen. Unfavorable market conditions may also increase the availability and price risk of certain raw materials. Suominen's geographical and customer-industry diversity provides only partial protection against this risk. Any of these macroeconomic conditions, or any possible further deterioration in the economy, could have a material adverse effect on Suominen's business, financial condition, results of operations and future prospects and, therefore, on Suominen's ability to fulfill its obligations under the Notes as well as the market price and value of the Notes.

Risks Relating to the Business of Suominen

Concentrated customer base and customer-related credit risks could have a material adverse effect on Suominen.

Suominen's customer base is concentrated, which adds to the customer-specific risk. This may affect Suominen's results if customers' purchasing habits become more cautious as a result of a general fall in consumption or as a result of customer losses. The Group's ten largest customers currently accounted for 63% of the Group net sales in 2016. Longer-term contracts are preferred with the largest customers. In practice, the customer relationships have been long-term and have generally lasted for several years. Loss of one or several major customers of Suominen could have a material adverse effect on Suominen's business, financial condition, results of operations and future prospects and, therefore, on Suominen's ability to fulfill its obligations under the Notes as well as the market price and value of the Notes.

Customer-related credit risks are managed in accordance with a risk policy approved by the Board of Directors. The customer credit accounts are reported on monthly basis to the persons in charge for the sales. Credit limits are confirmed for customers on the basis of credit ratings and customer history. Suominen also uses export credit guarantees and insures against customer risks to a limited extent. However, because of the global economic uncertainty, the possibility for significant credit risks cannot be excluded. The customers of Suominen may have difficulties in obtaining funding. Although Suominen has not yet faced material financial difficulties with its customers, there is a risk that its customers would not be able to make the agreed payments and the sales receivables of Suominen would be delayed or remain unpaid. Defaults with respect to the payments or payment behavior of one or several customers of Suominen could have a material

adverse effect on Suominen's business, financial condition, results of operations and future prospects and, therefore, on Suominen's ability to fulfill its obligations under the Notes as well as the market price and value of the Notes.

Negative development of net sales could have a material adverse effect on Suominen.

The estimate on the development of Suominen's net sales is partially based on the forecasts and delivery plans provided for Suominen by its customers. Changes in these forecasts and plans resulting from changes in the market conditions or in customers' inventory levels may affect Suominen's net sales. Due to the continued uncertainty in the general economic situation and the cautious consumer purchasing habits, the forecasts include uncertainty. Oil-based raw materials may not be considered an environmentally friendly solution in all application areas, which may increase the risk of a decline in their demand. This may affect Suominen's results if customers' purchasing habits become more cautious as a result of a general fall in consumption or as a result of sales losses. Suominen's production operations are based on customer demand and although Suominen is not dependent on any specific customer, the loss of a large customer or substantial order (if not replaced on similar terms), could have a material adverse effect on Suominen's business, financial condition, results of operations and future prospects and, therefore, on Suominen's ability to fulfill its obligations under the Notes as well as the market price and value of the Notes.

Products based on disruptive technology or imports from low production cost countries may cause losses for Suominen. These risks are lowered with the high-quality standards required by customers which the low-cost production may not be able to achieve as well as the challenges related to the transportation and distribution of the products. Consequently, it is important that Suominen develops new products to replace the sales of products that mature and decline in use. However, the negative development of the sales volumes and/or the prices of the products could have a material adverse effect on Suominen's business, financial condition, results of operations and future prospects and, therefore, on Suominen's ability to fulfill its obligations under the Notes as well as the market price and value of the Notes.

Changes in end-consumer preferences could have a material adverse effect on Suominen.

The net sales of Suominen depend on the development of and changes in end-consumer preferences. In general, changes in global end-consumer preferences have historically had mainly positive impact on Suominen, as the changes in end-consumer preferences – for instance, end-consumers' desire to utilize disposable wet wipes in baby care instead of traditional means – have resulted in the growing global demand for products made of nonwovens. However several factors, including the general economic situation and consumer confidence, or consumers' attitude towards the use of products made even partially of oil-based raw materials, or their perception on the sustainability of disposable products in general, might change the consumers' overall preferences and buying habits and, consequently, have a material adverse effect on Suominen's business, financial condition, results of operations and future prospects and, therefore, on Suominen's ability to fulfill its obligations under the Notes as well as the market price and value of the Notes.

Changes in customers' preferences or specifications could have a material adverse effect on Suominen.

Suominen's nonwovens are used for a wide range of end products manufactured by its customers and used by consumers and professionals worldwide. A prerequisite for any customer relationship is Suominen's ability to manufacture the nonwoven in accordance with the detailed specifications provided by the customer. Changes in the products or processes of Suominen's customers, or customers' ability to find alternative products to replace Suominen's nonwovens, may enable the customer to decrease or even eliminate the use of Suominen's nonwovens. Further, if Suominen would not meet the specifications requested, the customer could cease to buy Suominen's products. Moreover, changes in consumer preferences will be reflected by the customer's demand for Suominen's products. New technologies or materially extended capacities introduced by Suominen's competitors may have a negative impact on the demand for nonwovens manufactured by Suominen. Any adverse changes in the demand for Suominen's products would have a material adverse effect on Suominen's business, financial condition, results of operations and future prospects and, therefore, on Suominen's ability to fulfill its obligations under the Notes as well as the market price and value of the Notes.

Supply interruptions or increases in costs of raw materials or other production costs that it may be unable to pass on to its customers could have a material adverse effect on Suominen.

Suominen purchases significant amounts of pulp and oil based raw materials annually. Raw materials are the largest cost item for operations. Rapid changes in the global market prices of raw materials have an impact on the company's profitability. Suominen's raw material inventory equals to two to four weeks' consumption and passing on the price changes of these raw materials to the prices Suominen charges its contract customers takes two to five months. These pass-through clauses cover approximately 50% of the net sales. Extended interruptions in the supply of Suominen's main raw materials could disrupt production and have a negative impact on the Group's overall business operations. As Suominen sources its raw materials from a number of major international suppliers, significant interruptions are unlikely.

Historically, Suominen has been able to mitigate a major part of the changes in the prices of raw materials with a delay of one or two calendar quarters. Suominen may not be able to mitigate increases in the cost of raw materials for some products due to low demand for such products, the actions of Suominen's competitors or contractual limitations. Significant and sudden increase in the cost of raw materials, commodity and logistics costs could place Suominen's profitability targets at risk. All of these factors are beyond Suominen's control. If Suominen is unable to pass on such increase to customers without delay, it could have a material adverse effect on its business, financial condition, results of operations and future prospects. Although Suominen believes that the raw materials it requires will be available in sufficient supply and quality on a competitive basis for the foreseeable future, significant increases in raw material costs, including oil-based raw material and other raw materials like viscose or pulp used to make Suominen's products, could affect future sales volumes, prices and margins for products.

There can be no assurances that Suominen will be able to secure all of its resource requirements in the future at price levels that are comparable to those that have prevailed in the past, and for those contracts that do not include the pass-through clause, there can be no assurance that Suominen will be able to successfully pass increases in the raw material costs on to its customers.

Energy costs represent a material share of Suominen's total spending. Fluctuations in electricity prices could have a material adverse effect on Suominen's business, financial condition, results of operations and future prospects. Suominen may not be able to control fluctuations in energy prices through predictive actions, which could lead to interruptions in business.

Any of the factors above could have a material adverse effect on Suominen's business, financial condition, results of operations and future prospects and, therefore, on Suominen's ability to fulfill its obligations under the Notes as well as the market price and value of the Notes.

Increasing competition and oversupply in the market could have a material adverse effect on Suominen.

None of Suominen's competitors has a fully comparable product portfolio. However, Suominen has numerous regional, national and international competitors in its different product groups. There is currently an oversupply in some product groups in Suominen's both principal market regions. Products based on new technologies or alternative materials, fierce price competition, and imports from countries of lower production costs may reduce Suominen's competitive edge.

Existing or new competitors may enter one or more of Suominen's key markets, or they may seek to increase their market share through aggressive pricing strategies or otherwise. With respect to certain of Suominen's products, existing or new competitors may begin to manufacture competing products by adapting their existing production capacity or by investing in new capacity. If this were to occur to any significant degree, decreased prices for those products would likely follow, thus adversely affecting Suominen's profitability. If Suominen is not able to compete with an attractive product offering, it may lose some of its market share or may suffer losses in some of its businesses. While Suominen is a major company among nonwoven roll goods producers, it may have limited purchasing and bargaining power with both global suppliers and customers. There can be no assurance that Suominen will be able to successfully maintain its position in the supply chain.

Any of the factors above could have a material adverse effect on Suominen's business, financial condition, results of operations and future prospects and, therefore, on Suominen's ability to fulfill its obligations under the Notes as well as the market price and value of the Notes.

Failure to implement the revised business strategy could have a material adverse effect on Suominen.

Suominen has defined its strategy for years 2017–2021. Profitable growth is the centerpiece of the strategy, and the company's continuous efforts to increase the share of products with high added value in its portfolio are the key driver. The path towards profitable growth is supported by robust competitive edge, such as extended technological expertise, that Suominen has strengthened during the past years. Moreover, during the strategy period, Suominen will examine its opportunities to expand its business to new market regions, primarily to Asia. The new strategy is based on three cornerstones: 1) Best in business; 2) Creating nonwovens that others cannot; and 3) Community of changemakers, thus a global community of highly capable people who are passionate to change things for better.

In connection with the new strategy, Suominen also updated the financial targets for the period 2017–2021. The targets are set to measure profitability, growth and financial position. During the five-year strategic period ending in 2021, Suominen aims to 1) reach an average return on investment (ROI) of 15% during the period, 2) reach an average annual net sales growth rate of 6% during the period and 3) operate with a gearing ratio principally in the range of 40-80%. The targets are reviewed on an annual basis.

Suominen has two business areas: Convenience and Care. Suominen is a 100% nonwovens manufacturer that operates business-to-business. In the strategy period 2017-2021 Suominen aims to increase the share of products with higher added value in the net sales, which enables it to grow the net sales and improve profitability. In reaching these targets, the new technological opportunities offered by the production line built during 2016 and 2017 in Suominen's Bethune plant play a fundamental part. In order to remain competitive, understanding the needs of both consumers and professionals using product made of nonwovens is at the heart of Suominen's strategy. A failure to implement its strategy accordingly could cause Suominen to become less competitive, and this could have a material adverse effect on Suominen's business, financial condition, results of operations and future prospects and, therefore, on Suominen's ability to fulfill its obligations under the Notes as well as the market price and value of the Notes.

Production interruptions or damage at its production facilities could have a material adverse effect on Suominen.

Suominen's revenues are dependent on the continued operation of its various production facilities. Suominen has production operations and in total eight production sites in Finland, Italy, Spain, the United States and Brazil. There could be a risk of Suominen's business operations being interrupted due to abrupt and unforeseen events, such as power outages, fire, accidents, transportation disruptions, system failures or service interruptions in IT systems, or water damage. Suominen may not be able to control these events through predictive actions, which could lead to interruptions in business. The occurrence of material operational problems, or the loss of production assets, due to, among other things, the foregoing events at one or more of Suominen's facilities could have a material adverse effect on its business, financial condition, results of operations and future prospects. Disruption to operations at any one of the facilities could have a material adverse effect on Suominen's business, financial condition, results of operations and future prospects and, therefore, on Suominen's ability to fulfill its obligations under the Notes as well as the market price and value of the Notes.

Managing business interruption risk forms part of the operational management of the Group's units. Risks of this type are insured in order to guarantee the continuity of operations. Suominen may incur losses beyond the limits or outside the coverage of its insurance policies, including liabilities for environmental remediation. Suominen's insurance policies may not fully cover all potential exposures, which could have a material adverse effect on its business, financial condition, results of operations and future prospects. In addition, from time to time, some insurance categories may not be available on commercially acceptable terms or, in some cases, may not be available at all. Losses beyond the limits or outside the coverage of Suominen's insurance policies could have a material adverse effect on Suominen's business, financial condition, results of operations and future prospects and, therefore, on Suominen's ability to fulfill its obligations under the Notes as well as the market price and value of the Notes.

Any significant problems with IT systems could have a material adverse effect on Suominen's business, financial condition and results of operations

Suominen's operations are dependent on the integrity, security and stable operation of its IT systems and software, which are partly provided by third-party suppliers. The operation of Suominen's IT systems and software could be interrupted by power cuts, software or telecommunication errors, computer viruses, crime targeted at IT systems or major disasters, such as fires or natural disasters, as well as human errors made by Suominen's own employees or third-party suppliers. If Suominen's IT systems and software were to become unusable or their function were to be significantly impaired for any reason during an extended period of time, Suominen's operations could be adversely affected since its production processes and its ability to deliver products at the appointed time, order raw materials and handle inventory are dependent on Suominen's IT systems and software. Difficulties in maintaining or upgrading IT systems and software could result in increased costs and damage to Suominen's reputation in the eyes of its customers and other third parties, which, in turn, could have a material adverse effect on Suominen's business, financial condition and results of operations. In addition, any problems with IT systems and software could result in leakage of sensitive information and theft of intellectual property, which, in turn, could have a material adverse effect on Suominen's business, financial condition and results of operations.

Failure to successfully develop new products and new production technologies, or the inability to introduce and commercialize such products and technologies in a timely fashion, could have a material adverse effect on Suominen.

Suominen's business performance depends on its ability to develop commercially viable new products and production technologies. Suominen has historically been able to maintain its market positions through continuous innovation and development of new products and production technologies, and continues to devote resources to research and development. Because of the lengthy development cycles of new products and intense competition, there can, however, be no assurance that any of the products Suominen is currently developing, or may begin to develop in the future, will ever be introduced to the market or, if introduced, achieve substantial commercial success. The speed to the market is essential for Suominen's ability to compete effectively in product development and as such, Suominen's competitors may develop and introduce new and effective technologies before Suominen.

Suominen has invested in certain technologies in its production and its future growth may depend on its ability to foresee the direction of the commercial and technological development of production processes and technologies in all of its key markets. In the Company management's view, the chosen technologies are currently competitive and there is no imminent need to make major investments in new technologies. In the future Suominen may, however, decide in accordance with its strategy for years 2017-2021 to expand its business into new technologies. There are also some alternative technologies which relate to the business segments of Suominen. It cannot be excluded that the Company's technology choices could prove wrong, and the development of new or substitute technologies would then require investments. Furthermore, Suominen may not be able to recover investments that it has made in order to develop these new products or technologies, and may not have sufficient resources to keep pace with technological developments. Failure to successfully develop new products and production technologies, or the inability to introduce and commercialize such products and technologies in a timely fashion, could have a material adverse effect on Suominen's business, financial condition, results of operations and future prospects and, therefore, on Suominen's ability to fulfill its obligations under the Notes as well as the market price and value of the Notes.

Risks related to the deployment phase of investments could have a material adverse effect on Suominen.

Suominen continuously invests in its manufacturing facilities and information systems. The deployment of the investments may delay from what was planned, the costs of the investments may increase from what has been expected or the investments may create less business benefits than anticipated. The deployment phase of investments may cause temporary interruptions in operations. The failure to deploy any investment could have a material adverse effect on Suominen's business, financial condition, results of operations and future prospects and, therefore, on Suominen's ability to fulfill its obligations under the Notes as well as the market price and value of the Notes.

Prolonged technical problems in the new production line at Bethune plant could have a material adverse effect on Suominen's business, financial condition and results of operations

Suominen's new production line in Bethune, SC, U.S. plant has been started up somewhat later than anticipated, during the second quarter of 2017 due to certain technical challenges in the start-up phase. Therefore, Suominen estimates that the new production line will generate less sales in 2017 than it had previously forecasted. Moreover, lower-than-forecasted net sales combined with the line's cost level that reflects normal operational status will have a negative impact on the company's operating profit in 2017. Should these technical problems be continued also in the second half of year 2017 or later in the future, they could have a material adverse effect on Suominen's business, financial condition, results of operations and future prospects and, therefore, on Suominen's ability to fulfill its obligations under the Notes as well as the market price and value of the Notes.

A product liability claim or series of claims against Suominen could have a material adverse effect on Suominen.

The high quality of the products is one of the key factors in Suominen's business. The sale of Suominen's products involves the risk of product liability claims. Suominen aims to protect its business against product liability risks through the use of systematic quality assurance processes. Continuous quality control is designed to guarantee product quality during production. On top of this Suominen maintains products liability insurance.

Furthermore, if Suominen's products fail to perform in a manner consistent with quality specifications or have a shorter useful life than guaranteed, a customer could cease to use Suominen's products and services. Any failure by Suominen to be prepared to meet and manage these changed expectations could result in loss of market share. Any of these factors could have a material adverse effect on Suominen's business, financial condition, results of operations and future prospects. Management considers it unlikely that the Group will face significant product liability-related claims and is unaware of any such claims. However, there can be no assurance that Suominen's products will not be the subject of product liability claims or suits. Any of the factors above could have a material adverse effect on Suominen's business, financial condition, results of operations and future prospects and, therefore, on Suominen's ability to fulfill its obligations under the Notes as well as the market price and value of the Notes.

Failure to complete possible acquisitions successfully could have a material adverse effect on Suominen.

As a part of its strategy, Suominen may seek opportunities to stay competitive or to enhance its position in its core areas of operation through acquisitions. Risks relating to acquisitions include unidentified liabilities of the companies Suominen may acquire or merge with, the possible inability to successfully integrate and manage acquired operations and personnel as well as the risk that the anticipated economies of scale or synergies do not materialize. In addition, Suominen may not be able to identify attractive acquisition opportunities and might not be able to carry out acquisitions on attractive terms. A failure to participate in possible industry consolidation may impair Suominen's strategic competitive position. Regulation of acquisition activity by competition authorities may also limit Suominen's ability to make future acquisitions. Any of these factors could have a material adverse effect on Suominen's business, financial condition, results of operations and

future prospects and, therefore, on Suominen's ability to fulfill its obligations under the Notes as well as the market price and value of the Notes.

Failure to attract qualified personnel or a loss of key personnel could have a material adverse effect on Suominen.

Competition for highly qualified management and technical personnel is intense in the industries and markets in which Suominen operates and the competition is likely to intensify in the future. Suominen's future success depends in part on its continued ability to hire, integrate and retain highly skilled employees. Successor training is a long-term process, and, therefore, Suominen needs to plan into the future to guarantee the continuity of its business and its success. While Suominen reviews its staff policies on a regular basis and invests resources in training and development as well as recognizing and encouraging individuals with high potential, there can be no assurance that Suominen will be able to attract, develop and retain these individuals at an appropriate cost and ensure that the capabilities of Suominen's employees meet its business needs. Any failure by Suominen to do so could have a material adverse effect on its business, financial condition, results of operations and future prospects and, therefore, on Suominen's ability to fulfill its obligations under the Notes as well as the market price and value of the Notes.

Labor disputes, work stoppages or increased labor costs in Suominen's business operations or associated areas may have an adverse effect on the business of Suominen.

Labor disputes in Suominen's business operations or associated areas may have an adverse effect on the business of Suominen. Suominen or employers organizations may not necessarily succeed in negotiating new satisfactory collective agreements once the currently valid agreements expire. Furthermore, currently valid collective agreements concerning Suominen's personnel may not necessarily prevent strikes or work stoppages at Suominen's production facilities. Labor disputes in the transport sector may prevent the distribution of Suominen's products, and labor disputes affecting Suominen's important suppliers and/or customers may hamper Suominen's business. Labor disputes or exceptional arrangements associated with pending negotiations of collective agreements may have an adverse effect on Suominen's business, financial condition, results of operations and future prospects and, thereby, on Suominen's ability to fulfill its obligations under the Notes as well as the market price and value of the Notes.

Suominen may from time to time be involved in litigation and other similar proceedings that could have a material adverse effect on Suominen.

Suominen may from time to time be involved in litigation and other similar proceedings and further disputes could arise in the ordinary course of business related to, among others, contracts, tax issues, alleged defects in product deliveries, health and safety matters, competition law, intellectual property, employment matters and environmental issues. Such litigation and other similar proceedings may be costly, disrupt normal operations and result in reputational damage for Suominen. The outcome of any dispute is impossible to predict. It is also impossible to rule out the possibility of an unfavorable outcome in ongoing proceedings, or any proceedings that may arise in the future, which could have a material adverse effect on Suominen's business, financial condition, results of operations and future prospects and, thereby, on Suominen's ability to fulfill its obligations under the Notes as well as the market price and value of the Notes.

Taxation risks could have a material adverse effect on Suominen.

Suominen is subject to income taxes in numerous jurisdictions. Significant judgment is required to determine the total amount of income tax at the Group level. There are many transactions and calculations that leave room for uncertainty as to the final amount of tax. Due to the international character of the business where certain services are provided between the Groups' legal entities there is a risk that due to changes in tax legislation, or misinterpretations, materialization of these risks could result in increased payments or sanctions by the tax authorities, which in turn could lead to financial loss. Deferred tax assets included in the statement of financial position require that the deferred tax assets can be recovered in the future with the taxable income. Any of the factors above could have a material adverse effect on Suominen's business, financial condition, results of operations and future prospects and, therefore, on Suominen's ability to fulfill its obligations under the Notes as well as the market price and value of the Notes.

Losses beyond the limits or outside the coverage of Suominen's insurance policies could have a material adverse effect on Suominen.

Suominen maintains, among others, property, business interruption and casualty insurances, but such insurances may not cover all risks associated with the hazards of Suominen's business and are subject to limitations, including deductibles and limits on the liabilities covered. Suominen may incur losses beyond the limits or outside the coverage of its insurance policies, including liabilities for environmental remediation. Suominen's insurance policies may not fully cover all potential exposures, which could have a material adverse effect on its business, financial condition, results of operations and future prospects. In addition, from time to time, some insurance categories may not be available on commercially acceptable terms or, in some cases, have not been available at all. In the future, Suominen may not be able to obtain

coverage at current levels, and its premiums may increase significantly on coverage that Suominen maintains. Losses beyond the limits or outside the coverage of Suominen's insurance policies could have a material adverse effect on Suominen's business, financial condition, results of operations and future prospects and, therefore, on Suominen's ability to fulfill its obligations under the Notes as well as the market price and value of the Notes.

Non-compliance with environmental, health and safety and other national and international laws and regulations could have a material adverse effect on Suominen.

Suominen strives to conduct its production operations in a manner conforming to all applicable environmental, health and safety laws and regulations. However, there can be no assurance that Suominen would always be in full compliance with such laws and regulations in every jurisdiction in which it conducts its business. In addition, if Suominen violates or fails to comply with environmental laws, Suominen could be fined or otherwise sanctioned by local authorities. Accordingly, there can be no assurance that Suominen will not be required to make additional expenditures to remain in or to achieve compliance with environmental laws in the future or that any such additional expenditures will not have a material adverse effect on its business, financial condition, results of operations and future prospects and, therefore, on Suominen's ability to fulfill its obligations under the Notes as well as the market price and value of the Notes.

Suominen is responsible for in total eight production sites at which industrial products have been produced for very long periods. The possible liability of the cleaning operations does not depend on the cause or the culprit of the pollution. While the management of Suominen believes that Suominen has carefully investigated such sites and operated them in compliance with the applicable laws and regulations, there can be no assurance that no as-of-yet undiscovered pollution occurred. Costs and capital expenditures relating to environmental, health and safety matters are subject to evolving regulatory requirements and depend on the timing of the promulgation and enforcement of specific permits that impose the requirements. There can be no assurance that Suominen will not be exposed to additional environmental liabilities in the future which could have a material adverse effect on Suominen's business, financial condition, results of operations and future prospects and, therefore, on Suominen's ability to fulfill its obligations under the Notes as well as the market price and value of the Notes.

Potential future impairment charges related to goodwill or other intangible assets or property, plant and equipment could have a material adverse effect on Suominen.

Goodwill is tested annually to determine whether there is any impairment. The test calculations are based on estimates of future developments. In impairment testing the recoverable amounts are determined as the value in use, which comprises of the discounted projected future cash flows. Actual cash flows can differ from the discounted projected future cash flows. Uncertainties related to the projected future cash flows include, among others, the long economic useful life of the assets and changes in the forecast sales prices of Suominen's products, production costs as well as discount rates used in testing. Due to the uncertainty inherent in the future, it is possible that Suominen's recoverable amounts will be insufficient to cover the carrying amounts of assets, particularly goodwill. If this happens, it will be necessary to recognize an impairment loss, which, when implemented, will weaken the result and equity.

Suominen performs impairment tests on goodwill annually or whenever changes in circumstances indicate that the carrying amount may not be recoverable. Adverse changes to any of the parameters included in the impairment test may cause Suominen's estimates to be revised downwards, which may result in impairment charges of goodwill. The key parameters used in impairment testing include cash flows' growth rate both during and after the forecasting period and discount rate. If Suominen needs to record any significant impairment charges related to goodwill or other intangible assets or property, plant and equipment in connection with past acquisitions in the future, it, depending on the amounts impaired, could have a material adverse effect on Suominen's business, financial condition, results of operations and future prospects and, therefore, on Suominen's ability to fulfill its obligations under the Notes as well as the market price and value of the Notes.

Changes in business environment, political or economic upheaval in South America could have a material effect on Suominen.

Due to the acquisition of the manufacturing plant in Brazil in February 2014, the risks that are characteristic to any developing region, including significant changes in business environment or exchange rates, could have an impact on Suominen's operations in Brazil. Political or economic upheaval, changes in laws and other factors in South America could have a material adverse effect on Suominen's operations in Brazil and, in turn, the amount of income from, and the value of the investments Suominen has made and may in future make in relation to its operations in such countries. Operations in emerging market countries also include the risk of the possibility of expropriation or nationalization of assets. Also, the establishment or enforcement of foreign exchange restrictions could effectively prevent Suominen from receiving profits from, or from selling its investments in Brazil. Any of these factors could have a material adverse effect on Suominen's business, financial condition, results of operations and future prospects and, therefore, on Suominen's ability to fulfill its obligations under the Notes as well as the market price and value of the Notes.

Risks Relating to Financing

Failure to obtain sufficient funding for operations or increased costs or unfavorable terms of financing could have a material adverse effect on Suominen.

The Group's financial risks are managed in accordance with a policy approved by the Board of Directors. Financial risks relate to the adequacy of funding, credit risks, and the market risks associated with financial instruments. Suominen's credit arrangements include covenants that the Company must meet. In accordance with the single currency revolving credit facility agreement of EUR 100 million entered into by Suominen in connection with issuing the Notes, leverage ratio shall not exceed 3.5. Further, under the said single currency revolving credit facility agreement, gearing shall not exceed 115%. At June 30, 2017, the net debt to EBITDA was 1.8 and the gearing ratio 53.7 %. Should Suominen default on its obligations, the banks have the right to declare the loans due and payable and to renegotiate the terms. According to Suominen's estimates, this would lead at least to increased financing costs resulting from the banks' upfront fees and higher interest rate margins.

Suominen believes that its credit facility is sufficient to ensure adequate financing backup. However, adverse developments in the credit markets and tightening regulation of banks, as well as other future adverse developments, such as deterioration of the overall financial markets or worsening of general economic conditions, may negatively impact Suominen's ability to obtain sufficient funds necessary for running of its operations and refinance existing debt obligations when they mature as well as the costs and other terms of financing. Furthermore, difficulties Suominen may encounter in financing its capital investments may prevent the realization of its strategic plans. Suominen's inability to obtain financing for its investments, or inability to obtain financing on favorable terms, could force it to forego opportunities that may arise in the future and adversely affect the implementation of Suominen's strategy, which, in turn, could have a material adverse effect on Suominen's competitive position and its business, financial condition, results of operations and future prospects and, therefore, on Suominen's ability to fulfill its obligations under the Notes as well as the market price and value of the Notes.

Currency exchange rate fluctuations between the euro and certain other currencies could have a material adverse effect on Suominen.

Suominen has production operations in Finland, Italy, Spain, the United States and Brazil. The subsidiaries also practice foreign trade. Therefore, Suominen is exposed to a transaction risk in connection with the sale and purchase of the products and goods outside the euro zone or the currencies of the subsidiaries.

Because the consolidated financial statements of Suominen are prepared in euro, Suominen also faces currency translation risks to the extent that the assets, liabilities, revenues and expenses of its non-euro-area subsidiaries are denominated in currencies other than the euro. Suominen's reported earnings may be affected by fluctuations between the euro and the non-euro currencies. The continued positive development of Suominen's business operations in the United States increases the relevance of the exchange rate risk related to USD in the Suominen's total exchange risk position. Suominen hedges this foreign exchange position in accordance with its hedging policy.

Hedging instruments are used to a limited extent by Suominen. While Suominen can use hedging instruments to mitigate the impact of exchange rate fluctuations, there can be no assurance that it will be able to manage its foreign exchange risk successfully and/or on favorable terms. As a result of all these factors, currency exchange rate fluctuations between the euro and certain other currencies, mainly U.S. dollar, could have a material adverse effect on Suominen's business, financial condition, results of operations and future prospects and, therefore, on Suominen's ability to fulfill its obligations under the Notes as well as the market price and value of the Notes.

Fluctuations in interest rates could have a material adverse effect on Suominen

Suominen is exposed to interest rate risk when it funds its operations with euro or currency denominated debt. The risk arises from the reprising of floating rate debt and with the raising of new floating rate debt. A fixed rate debt is subject to fair value risk. The aim of interest rate risk management is to bring predictability to interest expenses by keeping the duration within the agreed limits with an optimal mix of fixed and floating rate debt. The interest rate risk associated with Suominen's loan portfolio is diversified to ensure that the portfolio comprises both floating and fixed interest rate loans spread over a range of interest periods. Despite the fact that majority of outstanding loans are fixed-interest-rate loans, any increase or decrease in interest rates could have a material effect on Suominen's current interest expenses and its future refinancing costs. Hence, interest rate fluctuations could have a material adverse effect on Suominen's business, financial condition and results of operations and future prospects and, therefore, on Suominen's ability to fulfill its obligations under the Notes as well as the market price and value of the Notes.

Risks Relating to the Group's Structure

The Issuer is a holding company with limited possibilities to generate cash flow and will hence also be dependent upon cash flow from the operating companies of the Group to be able to meet its obligations under the Notes.

The Issuer is a holding company with no manufacturing business operations. The issuer provides management services and financing to the subsidiaries. The Issuer has the equity interests in its subsidiaries and/or intercompany receivables it holds in its subsidiaries. The Issuer is dependent upon the cash flow from its operating subsidiaries (in the form of management fees, royalty payments, dividends, interest payments on intercompany loans or other distributions) which, in turn, may be affected by the factors discussed in these "Risk Factors", to meet its obligations, including its obligations under the Notes. The Issuer has no other source of funds that would allow it to make payments of interest or principal to the Noteholders. The amounts of payments, dividends and other distributions the Issuer may obtain from its respective subsidiaries will depend on the profitability and cash flows of its subsidiaries, as well as the ability of those subsidiaries to declare dividends or make other distributions under applicable law and contractual limitations. The subsidiaries of the Issuer, however, may not be able to, or may not be permitted under applicable law to, make distributions, make interest payments on, or otherwise advance upstream loans to the Issuer to make payments in respect of its debt, including the Notes. In addition, the subsidiaries of the Issuer that do not guarantee the Notes have no obligation to make payments with respect to any of the Notes. Statutory or contractual limitations on the ability to transfer cash among entities within the Group may mean that, even though the Group, as a whole, may have sufficient resources to fund the Issuer's obligations to make payments with respect to the Notes, the Group may not be permitted to make the necessary transfers from one entity into another entity in order to fund the Issuer's obligation to make payments of interest or principal with respect to the Notes.

The interest of the Group's principal shareholders may conflict with the interests of the Noteholders.

The interests of the Group's principal shareholders, in certain circumstances, may conflict with the interests of the Noteholders. As of July 31, 2017, AC Invest two B.V., Oy Etra Invest Ab, Varma Mutual Pension Insurance Company, Ilmarinen Mutual Pension Insurance Company and Elo Pension Company controlled 56.9 % of the Issuer's shares in an aggregate basis (see "Share Capital and Ownership Structure"). As a result, these shareholders will have, directly or indirectly the power, among other things, to affect the Group's legal and capital structure (including the amount of equity in the Group) and the Group's day-to-day operations, as well as the ability to elect and change the Group's management and to approve any other changes to the Group's operations. For example, these shareholders could choose not to provide any further capital or equity contribution to the Group following the Issue Date. These shareholders may also vote to cause the Group to incur additional indebtedness, to sell certain material assets or make dividends, in each case, so long as the Terms and Conditions and other financing agreements so permit. The incurrence of additional indebtedness would increase the Group's debt service obligations and the sale of certain assets could reduce the Group's ability to generate revenue, each of which could adversely affect Noteholders.

The Notes and the Guarantees will each be structurally subordinated to the liabilities of the Issuer's non-Guarantor subsidiaries.

Not all of the Issuer's subsidiaries will guarantee the Notes. The Issuer's subsidiaries will not have any obligations to pay amounts due under the Notes or to make funds available for that purpose unless they guarantee the Notes. Generally, claims of creditors of a non-Guarantor subsidiary, including trade creditors, will have priority with respect to the assets and earnings of the subsidiary over the claims of creditors of its parent entity, including by Noteholders under the Guarantees. In the event of any foreclosure, dissolution, winding-up, liquidation, reorganization, administration or other bankruptcy or insolvency proceeding of any of the non-Guarantor subsidiaries, holders of their indebtedness and their trade creditors will generally be entitled to payment of their claims from the assets of those subsidiaries before any assets are made available for distribution to its parent entity. The creditors of the Issuer (including the Noteholders) and the Guarantors will have no right to proceed against the assets of such subsidiary. As such, the Notes and each Guarantee will each be structurally subordinated to the creditors (including trade creditors) of the non-Guarantor subsidiaries. Any of the debt that the non-Guarantor subsidiaries incur in the future will rank structurally senior to the Notes and the Guarantee.

Risks Relating to the Notes and the Guarantee

The following risk factors are, among other things, material in order to assess the risks associated with the Notes. Words and expressions in this section shall have the meaning defined in "Terms and Conditions of the Notes" (Annex A).

The Notes may not be a suitable investment for all investors.

Each prospective investor in the Notes must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, that investment in the Notes is consistent with its financial needs, objectives and condition, complies and is consistent with the investment policies, guidelines and restrictions applicable to

it and is a fit, proper and suitable investment for it, notwithstanding the material risks inherent in investing in or holding the Notes.

A prospective investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or referred to in this Prospectus;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact that the Notes can have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes;
- (iv) understand fully the terms of the Notes and be familiar with the behavior of any relevant financial markets; and
- (v) be able to evaluate (either on its own or with the help of its financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Active trading market for the Notes may not develop.

The Notes constitute a new issue of securities for which there has been no prior public market. Although an application has been or will be made to list the Notes on the Helsinki Stock Exchange, there can be no assurance that such application will be approved. Further, even if the listing application is approved, there can be no assurance that a liquid public market for the Notes will develop. Even if such a market were to develop, neither the Issuer nor the Lead Managers are under any obligation to maintain such a market. In the absence of a secondary market, Notes may be difficult to sell at a satisfactory market price, and the investor should be aware that a loss upon sale may be realized if Notes are sold prior to the redemption date. Even if the Notes are listed on an exchange, trading in the Notes will not always take place. Thus, it may be difficult and costly for the Noteholder to sell Notes within a short time frame or at all, and it may be difficult for the holder to obtain a price that is equivalent to the price obtainable for securities that are traded in a liquid secondary market.

The liquidity and the market price for the Notes can be expected to vary with changes in market and economic conditions, the financial condition and prospects of the Issuer and other factors that generally influence the market prices of securities. Such fluctuations may significantly affect the liquidity and the market price of the Notes, which may trade at a discount to the price at which the Noteholder invested in the Notes.

Since the Notes bear interest at a fixed interest rate, movements in market interest rates can adversely affect the value of the Notes.

The Notes bear interest on the outstanding principal amount at a fixed interest rate. A holder of a security with a fixed interest rate is exposed to the risk that the value of such security could fall as a result of changes in the market interest rate. While the nominal compensation rate of a security with a fixed interest rate is fixed during the life of such security or during a certain period of time, the current interest rate on the capital market (market interest rate) typically changes on a daily basis. If the market interest rate increases, the value of such a security typically falls, until the yield of such security is approximately equal to the market interest rate. If the market interest rate falls, the value of a security with a fixed interest rate typically increases, until the yield of such a security is approximately equal to the market interest rate. Consequently, the Noteholders should be aware that movements of the market interest rate can adversely affect the value of the Notes and can lead to losses for the Noteholders if they sell their Notes.

Investors may lose their investment in the Notes.

The investor's possibility to receive payment under the Notes is dependent on the Issuer's and the Guarantors' ability to fulfil their payment obligations, which in turn is to a large extent dependent on developments in Suominen's business and financial performance.

No security is given in respect of the Notes.

No one other than the Issuer and the Guarantors will accept any liability whatsoever in respect of any failure by the Issuer to pay any amount due under the Notes. The Notes are unsecured debt instruments, and the Noteholders would be unsecured creditors in the event of the Issuer's and/or a Guarantor's bankruptcy or reorganization. Claims of secured creditors will have priority, with respect to their security, over the claims of unsecured creditors, such as Noteholders. Accordingly, the prospects of the Issuer and/or the Guarantors may negatively impact the liquidity and the market price of the Notes and may increase the risk that the Noteholders will not receive prompt and full payment, when due, for interest, principal and/or any other amounts payable to the Noteholders pursuant to the Notes from time to time.

Other guarantee obligations of the Guarantor may decrease the ability of Guarantor to make full payment under the Guarantee to the Noteholders.

The Guarantors also have other guarantee obligations than the Guarantee under the Notes. The revolving credit facilities agreement of EUR 100 million entered into by Suominen concurrently with issuing the Notes has also been guaranteed by the Guarantors to Nordea Bank AB (publ), Finnish branch and Svenska Handelsbanken AB (publ), Branch operation in Finland as lenders as for own debt (in Finnish: "omavelkainen takaus"). The maturity of the loans under the revolving credit facility agreement is four years with an extension for one additional year (see "New Bank Facilities" in this Prospectus). Further, the Notes 2019, to the extent not successfully tendered, have also been guaranteed by the Guarantors as for their own debt. The outstanding nominal amount of the Notes 2019 after completion of the Tender Offer is EUR 15,730,000. The maturity of the Notes 2019 is on September 23, 2019, unless the Issuer prepays the Notes 2019 in accordance with the terms and conditions of the Notes 2019.

Fulfilment of other guarantee obligations by a Guarantor may decrease the ability of that Guarantor to make a full payment under the Guarantee to the Noteholders. Other guarantee obligations of the Guarantors may also be secured obligations and accordingly, claims under such secured guarantees will have priority over unsecured guarantee claims, such as the claims under the Guarantee.

Insolvency of the Guarantor or limited enforceability of the Guarantee may have an effect on the Guarantor's ability to fulfil its obligations under the Guarantee.

The Noteholders are exposed to a credit risk in respect of the Guarantors. The Guarantors act also as borrowers and guarantors under the credit facility of the Issuer. Should a Guarantor become insolvent prior to the Redemption Date of the Notes, the Guarantor may be unable to fulfil its obligations under the Guarantee.

Generally, the Guarantors are, subject to the specific limitations set out in the Guarantee and those imposed by applicable laws, liable for any claims of the Noteholders under the Notes pursuant to the Guarantee only. In the event the Guarantee was not valid, binding or enforceable against one or more of the Guarantors, such Guarantors would not as a rule be liable for any claims of the Noteholders in respect of the Notes.

The enforceability of the Guarantee is subject to, among other things, the debt under the Notes becoming due and payable. Pursuant and subject to the Terms and Conditions, the Agent may (and is under certain conditions contractually obliged) to declare all of the outstanding Notes due and payable. The enforceability of the Guarantee may also be subject to a certain degree of uncertainty. A Guarantee may be unenforceable if, for example, the granting of the Guarantee is considered to be economically unjustified for the relevant Guarantor (corporate benefit requirement). Although proceeds of the Notes will be made available to the Guarantors to refinance their existing indebtedness, there can be no assurance that this is sufficient to satisfy the corporate benefit requirement. If a court was to render a judgment that any Guarantee granted in respect of the Notes was not enforceable, the Noteholders could find it difficult or impossible to recover the amounts owed to them under the Notes in whole or in part.

Furthermore, the enforceability of the Guarantee may in practice also be challenged by the fact that other creditors of the Guarantors may have credits that mature prior to the Notes becoming due and payable. If the Guarantors are not able to fully or even partially meet claims of the Noteholders made under the Guarantee, the enforceability of the Guarantee will be impaired by the limited financial resources available in the Guarantors for such purpose. Consequently, complete invalidity or limited enforceability of the Guarantee may have an effect on the Guarantors' ability to fulfil their obligations under the Guarantee, and negatively affect the market price and value of the Notes.

Laws and practices applicable to the Notes may change.

The Notes are issued under Finnish law in force on the issue date. Any new statutes, ordinances or regulations, amendments to the legislation or changes in application of the law (including any amendments to or changes in application of tax laws or regulations) after the issue date may affect the Notes and/or have a material adverse effect on the Issuer, which could affect the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Legal investment considerations may restrict certain investments.

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) Notes are legal investments for it, (ii) Notes can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the

appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

The Notes carry no voting rights at the Issuer's General Meetings of Shareholders.

The Notes carry no voting rights with respect to the General Meetings of Shareholders of the Issuer. Consequently, in the Issuer's General Meetings of Shareholders, the Noteholders cannot influence any decisions by the Issuer to redeem the Notes or any decisions by the Issuer's shareholders concerning, for instance, the capital structure of the Issuer, which could impact the Issuer's ability to make payments on the Notes.

Neither the Notes nor the Issuer are currently rated by any rating agency.

Neither the Notes nor the Issuer are currently rated by any rating agency. Accordingly, investors are not able to refer to any independent credit rating when evaluating factors that may affect the value of the Notes. The absence of rating may reduce the liquidity of the Notes and/or increase the borrowing costs of the Issuer.

One or more independent credit rating agency may independently assign credit ratings to the Issuer and/or the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed herein, and other factors that may affect the value of the Notes. A rating or the absence of a rating is not a recommendation to buy, sell or hold securities.

The Issuer may not be able to finance the repurchase of Notes following a Change of Control Event.

Upon a Change of Control Event, the Noteholders are entitled to demand repurchase of the Notes at a price per Note equal to 101% of its nominal amount plus accrued interest to the date of such repurchase. The source for any repurchase required as a result of any such event will be available cash or cash generated from operating activities or other sources, including borrowings, sales of assets, sales of equity or funds provided by subsidiaries of the Issuer. If a Change of Control Event occurs, there can be no assurance that the Issuer will have or will be able to generate sufficient funds to repurchase the Notes that have been requested to be repurchased.

The Issuer is not obliged to compensate for withholding tax or similar on the Notes.

In the event of any withholding tax, public levy or similar is imposed in respect of payments to Noteholders on amounts due pursuant to the Notes, the Issuer is neither obliged to gross-up or otherwise compensate Noteholders for the lesser amounts the Noteholders will receive as a result of the imposition of withholding tax or similar nor entitled to a premature redemption of the Notes.

Amendments to the Notes bind all Noteholders.

The Terms and Conditions may be amended in certain circumstances, with the required consent of a defined majority of the Noteholders. The Terms and Conditions contain provisions for calling meetings of the Noteholders to consider matters affecting the interests of the Noteholders generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

Rights to payments that have not been claimed within 3 years are prescribed.

In case any payment under the Notes has not been claimed within three (3) years from the original due date thereof, the right to such payment shall be prescribed. Such prescription may incur financial losses to such Noteholders who have not claimed payment under the Notes within three (3) years.

The completion of the transactions relating to the Notes is reliant on Euroclear Finland Ltd's operations and systems.

The Notes are issued in the book-entry securities system of Euroclear Finland Ltd, and consequently, no physical securities will be issued. The Notes are dematerialized securities, and title to the Notes is recorded and transfers of the Notes are effected only through the relevant entries in the book-entry system and registers maintained by Euroclear Finland Ltd and its account operators. Therefore, timely and successful completion of transactions relating to the Notes depends on the fact that the book-entry securities system is operational. Any malfunction or delay in the book-entry securities systems or failure by any party to the system may result in the transaction being delayed or otherwise not taking place as expected, which may cause financial losses or damage to the Noteholders whose rights depend on the timely and successful completion of the transaction. Neither the Issuer nor any other third party will assume any responsibility for the timely and full functionality of the book-entry securities system.

Payments under the Notes will be made in accordance with the laws governing the Finnish book-entry securities system, the rules of Euroclear Finland Ltd and the terms and conditions of the Notes. For purposes of payments under the Notes, it is the responsibility of each Noteholder to maintain with its respective book-entry account operator up to date information on applicable bank accounts.

Suominen may be able to merge, effect asset sales or otherwise effect significant transactions that may have a material adverse effect on the Notes and the Noteholders.

The Issuer and its subsidiaries, including the Guarantors, may be able to merge, effect disposals and asset sales or otherwise effect significant transactions. Although the Terms and Conditions contain restrictions on Suominen's ability to make disposals, enter into a merger, demerger and asset sale transactions, these restrictions are subject to a number of significant qualifications and exceptions. If shares in a Guarantor are disposed, the Terms and Conditions sets certain conditions for the use of Cash Proceeds (as defined in the terms and conditions of the Notes) derived therefrom and if such transaction is carried out, the Noteholders could be negatively impacted.

Under the Terms and Conditions, in addition to specified permitted assets sales, the Issuer will be able to merge with its subsidiary, provided that the Issuer is the surviving entity and a Guarantor will be able to merge with a member of the Issuer's group, provided that the Guarantor is the surviving entity. However, there are no restrictions for mergers of non-Guarantor subsidiaries. In addition, the Issuer may, provided that the Issuer is the surviving entity and the incurrence test is met, merge with another company. As a result of such merger, the Issuer may incur additional debt which may have a material adverse effect on the Notes and the Noteholders.

Suominen may incur additional debt without the consent of the Noteholders.

Suominen may be able to incur additional debt in the future. Although clause 11.1 (*Financial Indebtedness*) of the Terms and Conditions contains restrictions on the incurrence of additional debt, these restrictions are subject to a number of significant qualifications and exceptions, and the debt incurred in compliance with these restrictions could be substantial. Under the Terms and Conditions, in addition to specified permitted financial indebtedness and secured financial indebtedness, Suominen will be able to incur additional financial indebtedness, provided that the ratio of Total Net Debt to Adjusted EBITDA does not exceed 4:1. Incurring additional debt permitted under the Terms and Conditions may reduce the amount recoverable by the Noteholders upon winding-up or insolvency of the Issuer.

The Notes may be subject to early redemption.

As specified in the Terms and Conditions, Noteholders are entitled to demand premature repayment of the Notes in cases specified in Condition "Mandatory repurchase due to a Change of Control Event (put option)" and Condition "Acceleration of the Notes." Such premature repayment may adversely affect the ability of the Issuer to repay the Notes of Noteholders who elect not to exercise their right to premature repayment of their Notes. Noteholders are also exposed to the risk that several debt obligations of the Issuer may become due simultaneously, as a result of which the Noteholder may have to wait for payment until the Issuer has paid the other debts that rank senior to the Notes.

Furthermore, if more than 75 percent of the aggregate principal amount of the Notes has been repaid pursuant to demands by Noteholders owing to a change of control of the Issuer, the Issuer is entitled to prepay also the remaining outstanding Notes by notifying the relevant Noteholders of such prepayment. The early redemption of the Notes triggers a so-called re-investment risk because the Noteholder cannot necessarily re-invest the prematurely returned principal amount with a yield as high as that which the Noteholder was to be paid under the Notes.

In addition to the terms and conditions of the Notes and the Guarantees, the enforcement of the rights of the Noteholders depend on the actions of the Agent and the ability of the Agent to enforce the Guarantee may be restricted by local law.

By subscribing for, or accepting the assignment of, any Note, each Noteholder will accept the appointment of the Agent (being on the Issue Date Intertrust (Finland) Oy) to act on its behalf and to perform administrative functions relating to the Notes and the Guarantee.

The Agent shall have, among other things, the right to represent the Noteholders in all court and administrative proceedings in respect of the Notes and the sole right and legal authority to represent the Noteholders vis-à-vis the Guarantors and only the Agent would be entitled to exercise the rights under the Guarantee and enforce the same. However, the rights, duties and obligations of the Agent as the representative of the Noteholders will be subject to the provisions of the Act on bondholders' representatives (574/2017, in Finnish "*laki joukkolainanhaltijoiden edustajasta*") and the Terms and Conditions and the Agency Agreement. No assurance can be given that the appointment of the Agent, or the actions taken by such Agent on behalf of the Noteholders will be valid and enforceable against all relevant parties. Should such

appointments or actions be considered invalid or unenforceable, the Noteholders could find it difficult or impossible to enforce the Guarantee. Further, any failure by the Agent to perform its duties and obligations properly, or at all, may adversely affect the enforcement of the rights of the Noteholders due to, for example, inability to enforce the Guarantee and/or receive any or all amounts payable under the Guarantee in a timely and effective manner.

A failure by the Agent to perform its duties and obligations properly or at all may adversely affect the enforcement of the rights of the Noteholders. Under the Act on bondholders' representatives, the funds collected by the Agent as the representative of the Noteholders must be held separately from the funds of the Agent and be treated as escrow funds to ensure that in the event of the Agent's bankruptcy, such funds can be separated for the benefit of the Noteholders. In the event the Agent would fail to separate the funds in an appropriate manner, the funds could be included in the Agent's bankruptcy estate.

The Agent may be replaced by a successor Agent in accordance with the Act on bondholders' representatives and/or Terms and Conditions. Generally, the successor Agent has the same rights and obligations as the retired Agent. It may be difficult to find a successor Agent with commercially acceptable terms or at all. Further, it cannot be excluded that the successor Agent would not breach its obligations under the above documents or that insolvency proceedings would not be initiated against it.

The Guarantee is granted for the benefit of the Guaranteed Parties as determined in the Terms and Conditions. The Noteholders will not be entitled to take enforcement action in respect of the Guarantee, except through the Agent. Materialisation of any of the above risks may have a material adverse effect on the enforcement of the rights of the Noteholders and the rights of the Noteholders to receive payments under the Notes.

The Guarantee may not be sufficient to cover all the payments under the Notes and the enforcement of the Guarantee may be delayed or the Guarantee may not be enforceable at all.

There is no assurance that the Guarantee will be sufficient to cover all the Issuer's payment obligations under the Notes. Certain enforcement costs of Agent will have priority to the enforcement proceeds of the Guarantees.

Enforcing rights under the Notes or the Guarantee across multiple jurisdictions may prove difficult.

The Issuer is incorporated under the laws of Finland and certain of the Guarantors are incorporated or organized under the laws of various jurisdictions. The Guarantee is provided under Finnish law. In the event of a bankruptcy, insolvency or similar event, proceedings could be initiated in various jurisdictions. Such multijurisdictional proceedings are likely to be complex and costly for creditors and otherwise may result in greater uncertainty and delay regarding the enforcement of the Noteholders' rights. Noteholders rights under the Notes and the Guarantee will be subject to the insolvency and administrative laws of several jurisdictions and there can be no assurance that the Agent will be able to effectively enforce the Noteholders' rights in such complex, multiple bankruptcy, insolvency or similar proceedings. The multijurisdictional nature of enforcement over the Guarantee may limit the realizable value of the Guarantee. The validity of the Guarantee may be subject to challenge and the Guarantee may be set aside in insolvency proceedings.

GENERAL INFORMATION

Issuer

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Responsibility Statement

The Issuer is responsible for the information given in this Prospectus. Having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus is, to the best of knowledge of the Issuer, in accordance with the facts and contains no omission likely to affect its import.

Forward-looking Statements

This Prospectus contains forward-looking statements about Suominen's business that are not historical facts, but statements about future expectations. When used in this Prospectus, the words "aims", "anticipates", "assumes", "believes", "estimates", "expects", "will", "intends", "may", "plans", "should" and similar expressions as they relate to Suominen or Suominen's management identify certain of these forward-looking statements. Other forward-looking statements can be identified in the context in which the statements are made. Forward-looking statements are set forth in a number of places in this Prospectus regarding the future results, plans and expectations with regard to Suominen's business, and on growth, profitability and the general economic conditions to which Suominen is exposed.

These forward-looking statements are based on Suominen's present plans, estimates, projections and expectations. They are based on certain expectations, which, even though they seem to be reasonable at present, may turn out to be incorrect. Such forward-looking statements are based on assumptions and are subject to various risks and uncertainties. Prospective investors should not unduly rely on these forward-looking statements. Numerous factors may cause actual results, realized revenues or performance to differ materially from the results, revenues and performance expressed or implied in the forward-looking statements of Suominen. See "*Risk Factors*" for information on factors that could cause Suominen's actual results of operations, performance or achievements to differ materially.

Suominen expressly disclaims any obligation to update forward-looking statements or to adjust them in light of future events or developments, save as required by law or regulation.

Market and Industry Information

This Prospectus contains estimates regarding the market position of Suominen. Such information is prepared by Suominen based on third-party sources and Suominen's own internal estimates. In many cases, there is no publicly available information on such market data. Suominen believes that its estimates of market data and information derived therefrom are helpful in order to give investors a better understanding of the industry in which it operates as well as its position within this industry. Although Suominen believes that its internal market observations are fair estimates, they have not been reviewed or verified by any external experts and Suominen cannot guarantee that a third-party expert using different methods would obtain or generate the same results.

No Incorporation of Website Information

This Prospectus together with the documents incorporated by reference herein are available on Suominen's website at <https://www.suominen.fi/en/investors/key-figures/debt-information/>. However, the contents of Suominen's website or any other website do not form a part of this Prospectus (except for the documents incorporated by reference into this Prospectus as set forth in "Documents Incorporated by Reference"), and no person should rely on such information in making their decision to purchase Notes.

No Credit Ratings

The Issuer or the Notes have not been assigned any credit ratings at the request or with the co-operation of the Issuer in any rating process.

Availability of Documents

This Prospectus will be available as of 6 October 2017 on Suominen's website at <https://www.suominen.fi/en/investors/key-figures/debt-information/> and at the premises of Suominen Corporation at Itämerentori 2, FI-00180 Helsinki, Finland. In addition, the Prospectus is available as of 6 October 2017 at the service point of the Helsinki Stock Exchange at Fabianinkatu 14, FI-00100 Helsinki.

NOTICE TO CERTAIN EUROPEAN INVESTORS

Notice to Prospective Investors in the European Economic Area

This Prospectus has been prepared on the basis that all offers of the Notes in the European Economic Area (the “EEA”) will be made pursuant to an exemption under the Prospectus Directive, as implemented in the member states of the EEA, from the requirement to produce a prospectus under the Prospectus Directive for offers of securities. Accordingly, any person making or intending to make any offer of the Notes within the EEA should only do so in circumstances in which no obligation arises for the Company or the Lead Managers to publish a prospectus under the Prospectus Directive for such offer. Neither the Company nor the Lead Managers have authorized, nor do they authorize, the making of any offer of securities through any financial intermediary.

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”) an offer to the public of any Notes may not be made in that Relevant Member State (other than Finland) except that offers to the public in that Relevant Member State may be made pursuant to the following exemptions under the Prospectus Directive, if they have been implemented in that Relevant Member State:

- (a) to legal entities which are qualified investors as defined under the Prospectus Directive;
- (b) to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive; or
- (c) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes shall result in a requirement for the Company or the Lead Managers to publish a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an “offer to the public” in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any Notes to be offered so as to enable an investor to decide to purchase any Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State.

Notice to Prospective Investors in the United Kingdom

In the United Kingdom, this Prospectus may be distributed only to, and may be directed at, (a) persons who have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “**Order**”) or (b) high net worth companies falling within Article 49(2) of the Order, and other persons to whom it may be lawfully communicated (all such persons together being referred to as “relevant persons”). Any person who is not a relevant person or a qualified investor pursuant to the Directive 2003/71/EC (as amended), should not act or rely on this document or any of its contents.

Notice to Prospective Investors in the United States

The Notes have not been and will not be registered under the Securities Act or under the applicable securities laws of any state of the United States and may not be offered or sold, directly or indirectly, within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an applicable exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

BUSINESS OF AND OTHER INFORMATION ABOUT SUOMINEN

As the Guarantors are operative subsidiaries of the Issuer and carry out the same activities as the Issuer, the description of Suomenen's business under this section "Business of and Other Information about Suomenen" is also the description of the Guarantors' business, unless information on the Guarantors has been separately provided, or the context otherwise requires.

General

The business name of the Issuer is Suomenen Oyj (parallel name Suomenen Corporation). The Issuer is a public limited liability company under the Finnish Companies Act (624/2006, as amended, (in Finnish *osakeyhtiölaki*), the "**Finnish Companies Act**"). The Issuer is domiciled in Helsinki, Finland, and is organized under the laws of Finland. The Issuer has been established on September 30, 2001 and it is registered in the Finnish Trade Register under the business identity number 1680141-9. The registered address of the Issuer is Itämerentori 2, FI-00180 Helsinki, Finland and its telephone number is +358 10 214 300. The Issuer is the parent company of the Suomenen Group. The Issuer's share (SUY1V) is listed on the Helsinki Stock Exchange.

According to Article 2 of Suomenen Corporation's Articles of Association, the field of operations of the Company is to practise, either directly or through subsidiaries or partnership companies, industrial activity and trade related to nonwoven materials, heavy webbings and narrow fabrics and packaging as well as other corresponding industrial activity and trade. The Company's field of operations also includes providing for management and financing services to the Group. The Company may trade in securities and practice other investment activities.

Suomenen manufactures nonwovens as roll goods for wipes, hygiene products and medical applications. According to Company's view, Suomenen is the global market leader in nonwovens for wipes. The company employs approximately 670 people in Europe and in the Americas. Wiping products made of Suomenen's nonwovens include, for instance, wipes for personal hygiene and baby care, as well as for home and workplace wiping. The company's hygiene product applications include, for example, sanitary pads, diapers and adult incontinence products. Surgical drapes and swabs are examples of the medical applications. Suomenen's net sales in 2016 amounted to MEUR 416.9 and comparable operating profit to MEUR 25.6.

Currently Suomenen has a total of eight production plants of which four are located in Europe, three in North America and one in South America. In Europe Suomenen has two production plants in Italy (Cressa and Mozzate), one in Finland (Nakkila) and one in Spain (Alicante). The North American production plants of Suomenen located in the United States are in Windsor Locks, CT, in Green Bay, WI and in Bethune, SC. The South American plant is located in Paulínia, Brazil.

History and Development of the Company

Suomenen Corporation was established on September 30, 2001 when the existing Lassila & Tikanoja Plc was demerged into two separate companies through a partial demerger, J.W. Suomenen Yhtymä Oyj and Lassila & Tikanoja Plc. The rationale for the demerger was to establish two independent companies operating in different business sectors. The shares of the Company have been listed on the Helsinki Stock Exchange since October 1, 2001. The name of the Company was replaced with the current name Suomenen Corporation in March 2002.

At the establishment of the Company, the Group included Suomenen Nonwovens Ltd., Suomenen Flexibles Ltd. (founded 1952) and Suomenen Webbing Products Ltd. (founded 1898). In 2003 Suomenen acquired a Dutch company Codi International BV, which enabled the Company to expand its operations to manufacturing of wet wipes.

In 2011 Suomenen acquired Ahlstrom Corporation's Home and Personal wipes fabrics business area. Through the acquisition, Suomenen became one of the largest producers of nonwoven roll goods for wipes globally. The production plants involved in the acquisition are located in the United States, Brazil, Italy and Spain. The business operations excluding Brazil were transferred to Suomenen on October 31, 2011. After the acquisition, Suomenen had operations in seven countries on two continents.

Suomenen transferred its domicile and head office from Tampere to Helsinki in 2013. In line with Suomenen's strategic focus on nonwovens and in order to clarify its position in the nonwovens value chain, Suomenen divested its wet wipes business unit, Codi Wipes, to Value Enhancement Partners in July 2013.

Suomenen's largest business unit, Nonwovens, was divided into two new business areas, Convenience and Care, as of January 1, 2014. Convenience business area focuses on serving customers in wiping business. Care business area focuses on customers in medical and hygiene businesses.

Suominen acquired Ahlstrom's Brazilian unit on February 10, 2014. The deal provided Suominen a foothold in the growing South American markets. The acquired unit was formerly part of Ahlstrom's Home and Personal nonwovens business area located in Paulínia, Brazil. Suominen acquired the entire Home and Personal business area of Ahlstrom in November 2011, but the transfer of the Brazilian unit was prolonged due to delay in receiving approval from the authorities and consequent renegotiations. The Brazilian plant is the only nonwovens plant utilizing modern spunlace technology in manufacturing wiping products in the country. Today the plant is technically capable to supply also nonwovens for workplace wiping and medical applications thanks to the investments made at the plant in 2015. Paulínia plant is built in 2008 and employs approximately 45 persons.

Suominen divested in July 2014 its Flexibles business area (Suominen Joustopakkaukset Oy and its subsidiaries as well as Suominen Polska Sp. z o.o) to a UK-based private equity firm Lonsdale Capital Partners LLP and the MBI team, consisting of the management of the business. The deal transformed Suominen into a company purely focused on nonwovens, in line with its strategic focus.

Strategy for 2017-2021

In accordance with a press release published on April 26, 2017, Suominen has defined its strategy for years 2017–2021. Profitable growth is the centerpiece of the strategy, and the Company's continuous efforts to increase the share of products with high added value in its portfolio will remain the key driver. The path towards profitable growth is supported by robust competitive edge, such as extended technological expertise, that Suominen has strengthened during the past years. Moreover, during the strategy period, Suominen will explore its opportunities to expand its business to new market regions, primarily to Asia.

Suominen's new strategy is based on three cornerstones that describe the Company's ambition.

1. Best in business

Suominen is the best in its industry at turning end-user needs into a commercial success that benefits both Suominen's customers and the Company. Suominen wins by understanding the needs of its customer's customer. Suominen's supply chain is demand-driven and the Company has the most appealing product brands in the industry. Suominen pursues new growth opportunities.

2. Creating nonwovens that others cannot

Suominen develops and produces unique nonwovens that other companies are not able to create. Suominen's competitive advantages include, e.g., a powerful innovation machine and customizable nonwovens with smart functionalities. The Company offers the most sustainable nonwovens in the market. Suominen's products are proven to be better than its competitors' products.

3. Community of changemakers

Suominen is a global community of highly capable people who are passionate about creating change. Without the community of capable people, the implementation of the strategy is challenging. Suominen's leadership is based on trust and the Company actively and openly shares information. Suominen works to change things for the better.

Vision and expansion to Asia on Suominen's radar

In connection with the new strategy, Suominen has also renewed its vision. According to the new vision, Suominen will change the way people think about nonwovens.

During the strategy period of 2017-2021, Suominen also aims to explore its opportunities to expand its business operations to new market regions, primarily to Asia. Asia-Pacific region is the largest nonwovens market in the world with a promising growth outlook. Currently, Suominen operates in the Asian markets through sales agents.

Updated financial targets and dividend policy

In connection with the new strategy, Suominen's Board of Directors also updated the financial targets for the period 2017-2021. The targets are set to measure profitability, growth and financial position. During the strategic period of 2017-2021, Suominen aims to

- reach an average return on investment (ROI) of 15% during the period
- reach an average annual net sales growth rate of 6% during the period
- operate with a gearing ratio principally in the range of 40-80%

Suominen's progress in the financial targets is reviewed on an annual basis.

If Suominen succeeds in executing its strategy, the Company's net sales is targeted to exceed EUR 600 million by 2021. Moreover, Suominen's operating profit margin is aimed to elevate to a new level, above 10%.

The Board of Directors has also updated the company's dividend policy in April 2017. According to the updated policy, Suominen aims to distribute at least 30% of its profit for the period in annual dividends. Previously, the policy was to distribute approximately 30% of its profit for the period in annual dividends. In assessing its proposal for the payment of dividends, the company's Board of Directors will also consider Suominen's future investment needs and the solidity of its financial position.

Strengths

Production plants located in key market regions

Suominen is a globally significant supplier of nonwovens. Suominen has four nonwovens plants in the Americas and four in Europe, supporting security and continuity in the supply of products. Suominen serves its global clientele effectively while also offering its products flexibly at the local level.

Operations in growing markets

Demand for nonwovens is increasing in all market areas, including Europe. A number of demographic and lifestyle factors are accelerating the growth in demand. For example, population growth directly affects demand for commodities, including demand for nonwovens. In addition, in developed countries the aging of the population increases demand for health care products and hygiene products, among others. As a result of the growth of the global middle class, a larger proportion of the world's population has money to spend on products that add convenience to their daily duties, such as disposable wipes; or on hygiene or medical products.

In addition, according to the Company's view, the global spending on health and well-being will grow significantly. This will consequently boost demand for nonwovens for health care products as well as cosmetics and hygiene products.

Long-term and global customer relationships

The customer base of Suominen includes global brands, private label producers and regional converters. The customer relationships of Suominen have lasted, on average, more than ten years and are typically based on 2–3-year-long framework agreements. Ten of the largest customers accounted for 63% of the Group net sales in 2016.

Technological advancements

The Company's competitive edge has strengthened due to major investments in equipment and key capability enhancements. These actions taken allow Suominen to increase the share of high value add products in its net sales.

Dividend policy

According to the dividend policy updated in April 2017, Suominen aims to distribute at least 30% of its profit for the period in annual dividends. Previously, the policy was to distribute approximately 30% of its profit for the period in annual dividends. In assessing its proposal for the payment of dividends, the company's Board of Directors will also consider Suominen's future investment needs and the solidity of its financial position.

Business Areas

Suominen has two business areas, Convenience and Care.

Convenience

The Convenience business area offers nonwovens for an extensive range of wiping applications. In 2016, the business area accounted for 91% of Suominen's total net sales (2016 figures have been restated due to reclassification of a customer). The main end use applications for Suominen's nonwovens for wipes are:

- Baby care, e.g., baby and toddler wipes (38% of Suominen's total net sales in 2016)
- Personal care, e.g., eye pads and facial masks, including flushable products (25%)
- Home wipes, e.g., hard surface cleaning products and glass cleaning wipes (18%)
- Workplace applications, e.g., surface disinfecting in healthcare and food service (9%)

The customers of Convenience include global consumer brands, manufacturers of private label products, retail chains and regional nonwoven converters. Suominen's customer relationships are typically very long, on average more than ten years. The main market areas for Convenience are North America and Europe, and Suominen also has a foothold in the South American market.

The net sales of the Convenience business area totaled EUR 380.5 million in 2016 (2016 figures have been restated due to reclassification of a customer) (EUR 411.5 million in 2015; not restated). In 2016, the growth project continued in Suominen's plant in Bethune, SC, USA, with a major investment in a new production line (for more information, see "Recent events" and "Capital expenditure").

Care

In 2016, the Care business area accounted for 9% of Suominen's net sales sales (2016 figures have been restated due to reclassification of a customer). The main market areas for Care are North America, South America and Europe. The main end-use applications for Suominen's nonwovens for hygiene products are:

- Baby diapers
- Feminine hygiene products
- Adult incontinence products

The main end-use applications for medical products include:

- Wound care applications
- Surgical drape components
- Patient care applications

Care business is to certain extent different from Convenience. For example, feminine care products can consist of several layers of different materials, with nonwovens being just one of them, while in wipes the nonwovens substrate has a dominant role in the end product and user experience.

Customers of the Care business area include global consumer brands, manufacturers of medical and hygiene products and regional nonwoven converters.

The net sales of the Care business area totaled EUR 36.3 million in 2016 (restated) (EUR 32.4 million in 2015; not restated).

Net sales by destination

A total of 59.1% of the net sales of Suominen were generated from sales to North and South America in 2016 while Europe covered 38.5% of the net sales.

Personnel

On June 30, 2017, Suominen employed 686 people. Of them, 43% worked in North America, 50% in Europe and 7% in South America.

Recent Events

Building a new production line at the Bethune plant in South Carolina, USA is the largest single initiative in the entire growth investment program, which included projects on three continents and was announced in December 2014. With this investment, Suominen will take wetlaid technology to a whole new level in the nonwovens industry. The new production line is unique in that it is tailored based on Suominen's technology know-how. It focuses especially on the manufacture of high value added nonwovens for home and workplace wiping and for flushable applications. Demand for these products is expected to grow at an annual rate of 5–9%, depending on the application and the geographical area. As the new line will focus completely on manufacturing of high value add products, it creates conditions to the further development of the product portfolio and consequently to the future improvement of both net sales and profitability.

Originally, the total value of the Bethune investment was estimated to be close to EUR 50 million. This estimate will be exceeded, as Suominen disclosed on August 9, 2016. Consequently, the value of the entire growth investment program will increase from the previously announced EUR 60 million.

The equipment installations of the new production line at Bethune were completed in the end of 2016. The market interest towards the new line has been significant. The Company was not able to start customer deliveries during Q1/2017 as had

been targeted, due to certain problems concerning parts of the machinery, but the line was started up during Q2/2017 and the first invoiced products were delivered to customers. However, the start-up progress has been technically more challenging than the Company anticipated and some final testing still remains to be done. Therefore the Company estimates – as disclosed on 20 July 2017 – that the new line will generate less sales in 2017 than the Company had previously forecasted. Moreover, lower-than-forecasted net sales combined with the line's cost level that reflects normal operational status will have a negative impact on the Company's operating profit in 2017. Therefore, on 20 July 2017 the Company revised its outlook for operating profit in financial year 2017 (see also "*Additional Information*"). Once the new manufacturing line in Bethune is fully operational, it will significantly increase the Company's capacity to supply high added value nonwovens products, supporting a favorable development of our product mix in the future.

The completion of the Bethune investment will also close the investment program planned for 2015–2017.

In September 2017, the Company refinanced its credit facilities, offered to tender its outstanding Notes 2019 and issued a new bond. See also "*Business of and other Information about Suominen – Financing*".

Research & Development

Suominen focuses on research and development in order to be able to offer its customers materials and solutions that have superior functionalities and to increase the share of products with higher added value in its portfolio.

In 2016, Suominen finalized and implemented the product development processes defined in 2015. The Group's Research & Development function had 20 (18) employees in the end of the year. Research and development expenses amounted to EUR 4.3 million (3.5), corresponding to 1.0% (0.8%) of net sales. The R&D function has operated as part of the Company's new Technology function since April 2017.

Suominen Corporation owns all business-related patents and related technologies, know-how, processes, recipes and all other solutions developed by Suominen Corporation. The company is targeting to have extensive industrial rights to the nonwoven-based solutions and technologies thereto as well as test and pilot equipment needed. This way it can offer best possible support to the group companies to satisfy the current and future customer needs.

Environment

Suominen's goal is to reduce the environmental load caused by its operations and to minimize the environmental impacts of its products throughout their life cycle. In addition to continuously improving and enhancing its operations, Suominen's environmental efforts are guided by the principles of reusing and recycling materials. Suominen is committed to taking into consideration the environmental impacts of its operations in accordance with the principles of sustainable development of the International Chamber of Commerce (ICC).

Suominen complies with the local legislation and official guidelines wherever it operates. Separate environmental permits are required for operations in some of the Group's units. Of Suominen's eight production units, seven plants – Alicante, Bethune, Cressa, Green Bay, Mozzate, Nakkila and Windsor Locks – operate an ISO 14001 environmental management system.

The environmental impacts of Suominen's operations primarily stem from the raw materials, energy and water used in production and from the waste generated during the production process. Environmental requirements are incorporated into product and process development projects from the very start, with the aim of using raw materials, energy, water and other resources, such as packaging materials and transport services, as efficiently as possible. The Group focuses on systematically lowering its waste volumes and making its use of energy and water more efficient. Currently, Suominen's product range includes certified products made of renewable raw materials. In addition, the company is constantly developing its product offering, taking into account not only the environmental performance but also the social aspects.

The materials used in the manufacture of products mainly consist of viscose, pulp, polypropylene and polyester. There is the risk that production plants might release hazardous substances into the environment. Suominen strives to control environmental risks by means of the quality and environmental systems used in production operations.

Reducing environmental impacts requires long-term development work, an important element of which is the harmonization of key indicators between the business areas and units. Suominen strives to have more comprehensive, commensurable data available on the impacts of the company's operations. This would allow development measures to be targeted efficiently, and as effectively as possible.

In 2016, Suominen's production plants used a total of 136,387 tons of raw materials (138,215 in 2015), 1,663,509 gigajoules (1,683,166) of energy and 5,202,914 m³ (5 542 291 m³) of water. Landfill waste generated at the production plants amounted to 1,400 tons (916).

The environmental performance of Suominen is presented more extensively in the Sustainability section of the company's Annual Report 2016. The sustainability data is not audited.

In 2016, the environmental expenditure of the Group was EUR 2.2 million (2.2). No material environment-related investments were made.

Main Markets and Competitors

Principally, Suominen's products are converted to daily consumer goods, such as wet wipes, hygiene products and medical nonwovens. Europe and North America are the main market regions for Suominen. A total of 59.1% of the net sales of Suominen were generated from sales to North and South America in 2016 while Europe covered 38.5% of the net sales. In addition, the Company has a foothold in the South American markets. The company has production plants in Finland, the United States, Italy, Spain, and Brazil, see "*General*". The main competitors of Suominen include, among others, Sandler, Jacob Holm, PGI and Kimberly Clark.

Trend Information

The Issuer or the Guarantors have no information on any known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the Issuer's or the Guarantors' prospects for at least the current financial year.

In general, bolstered by several megatrends, among them a growing middle class with more purchasing power, increased life expectancy, and a lifestyle that emphasizes health and wellbeing, and consumer's desire to make their daily life as easy and convenient as possible, demand for Suominen's nonwovens is growing worldwide. The outlook for the macro economy and consumers' confidence in their financial situation are also affecting demand for Suominen's products, even though the demand has not historically been very cyclical in nature.

Demand of nonwovens for wiping, medical and hygiene nonwovens (measured by volume).

Based on Suominen's management estimates, average annual demand growth estimate for Suominen's main markets, the Americas and Europe, is 3%.

The Company's growth investment program is based on the management's view of demand growth of its various applications and the respective competitive environment in its target markets. See also "*Business of and other Information about Suominen - Capital Expenditure*".

Location	Applications	Market growth*	Competitive situation
Bethune, SC, USA	Home wiping	+7% (NA)	Balanced
	Flushables	+9% (NA)	Tightening
	Workplace wiping	+5-7%	Balanced
Paulinia, Brazil	Medical	+3-9 %	Emerging market
Alicante, Spain	Workplace wiping	+5-7%	Balanced

*Estimates based on third party forecasts and management analysis, reflecting averages of volumes.

Capital Expenditure

In 2016, the gross capital expenditure totaled EUR 53.3 million (23.7). Gross capital investments increased mainly due to the progress of the investment in a new wetlaid production line at the Bethune plant in SC, USA. In addition, Suominen runs currently a group-wide renewal of ICT systems. The other investments were mainly for maintenance.

Suominen completed the machinery installations of the new production line at the Bethune plant in the financial year 2016. The total value of the growth investment of the Bethune plant was originally estimated to be roughly EUR 50 million. This original estimate will be exceeded, as Suominen announced on August 9, 2016.

Depreciation, amortization and impairment losses for the financial period of 2016 amounted to EUR -18.5 million (-18.2). The figure for 2015 does not include the reversal of an impairment loss made at Nakkila plant due to the re-opening of a production line. The reversal amounted to EUR +0.5 million.

In January–June 2017, the gross capital expenditure totaled EUR 24.2 million (11.6) and was mainly related to the investment in a new production line at the Bethune, SC, USA plant. In addition, Suominen is in the process of renewing its ICT systems. The first implementation of the ICT renewal program was conducted successfully at the Alicante plant in Spain in April 2017 without major issues. Other investments were mainly for maintenance. Depreciation and amortization for the period of January–June 2017 amounted to EUR 9.2 million (9.1).

Organisational Structure

Suominen Corporation is the parent company for the whole Group, so it manages and directs the operations for the whole Group. Currently Suominen has a total of eight production plants of which four are located in Europe (Nakkila, Alicante, Cressa and Mozzate), three in North America (Windsor Locks, Green Bay and Bethune) and one in South America (Paulínia).

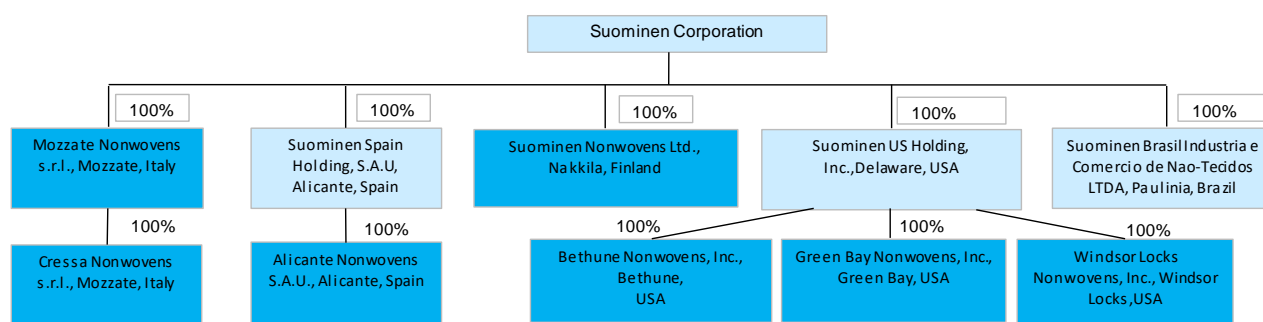
The following table sets forth the most significant subsidiaries that Suominen Corporation owns, directly or indirectly, as at the date of this Prospectus (all of the Companies are 100 per cent owned by the Group):

SUOMINEN CORPORATION'S MOST SIGNIFICANT SUBSIDIARIES

(Guarantors in bold)

	%
Suominen Nonwovens Ltd., Nakkila, Finland	100%
Suominen Spain Holding, S.A.U, Alicante, Spain	100%
Suominen US Holding, Inc., Delaware, The United States of America	100%
Cressa Nonwovens s.r.l., Mozzate, Italy	100%
Mozzate Nonwovens s.r.l., Mozzate, Italy	100%
Alicante Nonwovens S.A.U., Alicante, Spain	100%
Bethune Nonwovens, Inc., Bethune, The United States of America	100%
Green Bay Nonwovens, Inc., Green Bay, The United States of America	100%
Windsor Locks Nonwovens, Inc., Windsor Locks, The United States of America	100%
Suominen Brasil Industria e Comercio de Nao-Tecidos LTDA, Paulinia, Brazil	100%

Organization chart regarding the most significant subsidiaries of Suominen Corporation (the Guarantors are marked in dark blue background):



Former Italian company, Suominen Italy Holding, s.r.l., which was fully owned by group ultimate parent company Suominen Corporation, and which, in turn, owned 100 % of Italian companies Cressa Nonwovens s.r.l. and Mozzate Nonwovens s.r.l., was merged into Mozzate Nonwovens s.r.l., effective on 1 September 2017. As a result of this intra-group merger, group ultimate parent company Suominen Corporation owns 100 % of Mozzate Nonwovens s.r.l., which, in turn, owns 100 % of Cressa Nonwovens s.r.l.

Because of the centralized management and financing structure of the Group, there is normal interdependence between the group companies.

In addition, Suominen Corporation retains a minority shareholding of 19.9 % in Bright Maze Oy, a Finnish company that is a parent company of Amerplast Ltd. (Suominen's former Flexibles business, which was divested in July 2014). Further, in connection with the divestment, Suominen gave a subordinated loan (current principal approximately EUR 5.7 million) and a vendor note (current principal approximately EUR 2.9 million) to Bright Maze Oy.

Recent Business Combinations and Divestments

The Group has not engaged in any major business combinations or divestments for the period ranging from January 1, 2015 until the date of this Prospectus.

Financing

Notes

On September 23, 2014, Suominen issued unsecured notes with an aggregate nominal amount of EUR 75,000,000 mainly to certain institutional investors (the "**Notes 2019**"). The Notes 2019 are represented by units in denominations of EUR 1,000. The rate of interest of the Notes 2019 is 4.375 per cent per annum. The Issuer's payment obligations under the Notes 2019 are guaranteed by the guarantors (following subsidiaries of the Suominen Corporation: Green Bay Nonwovens, Inc., Bethune Nonwovens, Inc., Windsor Locks Nonwovens, Inc., Suominen Kuitukankaat Oy, Alicante Nonwovens S.A.U., Cressa Nonwovens s.r.l. and Mozzate Nonwovens s.r.l.) as for own debt (in Finnish: "*omavelkainen takaus*").

The Listing of the Notes 2019 to trading on the Helsinki Stock Exchange took place on September 30, 2014. The Notes 2019 are issued in dematerialized form in the OM-book-entry securities system of Euroclear Finland Ltd.

On 6 September 2017 the Company announced a tender offer (the "**Tender Offer**") and a consent solicitation procedure (the "**Consent Solicitation**") to be formally launched by Nordea Bank AB (publ) for the Notes 2019. The Tender Offer and Consent Solicitation was made on the terms and subject to the conditions contained in the tender and consent solicitation memorandum. The outstanding nominal amount of Notes 2019 after completion of the Tender Offer is EUR 15,730,000.

On 3 October 2017, Suominen issued unsecured Notes with an aggregate nominal amount of EUR 85,000,000 mainly to certain institutional investors. The Notes are represented by units in denominations of EUR 1,000. The rate of interest of the Notes is 2.500 per cent per annum. The Issuer's payment obligations under the Notes are guaranteed by the Guarantors as for own debt (in Finnish: "*omavelkainen takaus*").

An application has been made for the Notes to be admitted to trading on the Helsinki Stock Exchange. The Listing is expected to take place on or about 10 October 2017. The Notes are issued in dematerialized form in the book-entry securities system of Euroclear Finland Ltd.

For further information on the Notes, see "*Terms and Conditions of the Notes*" (Annex A) in this Prospectus.

Bank financing

In connection with issuing the Notes, Suominen has entered into a EUR 100 million single currency revolving credit facility agreement with Nordea Bank AB (publ), Finnish Branch and Svenska Handelsbanken AB (publ), Branch Operation in Finland as lenders (the "**New Bank Facility**"). The New Bank Facility is guaranteed by the Guarantors as for their own debt (in Finnish: "*omavelkainen takaus*"). The maturity of the New Bank Facility is four years and includes a one-year extension option which is at the discretion of the lenders. The New Bank Facility includes leverage and gearing as financial covenants. In addition, it includes customary general undertakings limiting, amongst others, debt incurrence, granting of collateral, major acquisitions and disposals.

As of June 30, 2017, the Company's outstanding term loans falling due in 2017 were USD 5.8 million and during 2018 USD 11.9 million, in addition to which the Company had a revolving credit facility of EUR 30 million. By the Notes issue and the New Bank Facility, the Company refinanced its credit facilities and offered to tender its outstanding Notes 2019.

Convertible hybrid bond

The Board of Directors of Suominen Corporation decided on January 31, 2014 to offer for subscription a convertible hybrid bond (the "**Hybrid Bond**") with a nominal value of EUR 17.5 million directed to a limited group of qualified investors (private placement).

The Hybrid Bond is a loan that is accounted for as equity of Suominen Corporation and it is subordinated to the Company's other debt obligations (including potential capital loans) in accordance with its terms, but senior to its other equity instruments. The Hybrid Bond does not have a guarantee or other collateral.

The Hybrid Bond has no maturity. The holder of the Hybrid Bond does not have the right to demand for the Hybrid Bond to be redeemed. The Company has the right to redeem the Hybrid Bond in whole or in part on February 10, 2018 or thereafter, on each interest payment date, at the nominal value of the Hybrid Bond together with the accrued interest thereon. The annual interest of the Hybrid Bond during the four years' time until February 10, 2018 is 5.95%. The interest step-up of the Hybrid Bond is as follows: the coupon interest is 6.95% after the 4th year and 7.95% after the 5th year.

The Hybrid Bond notes entitle the holders thereof to a special right to convert the notes and certain interest related to the notes into, initially (*i.e.* prior to reverse split carried out in 2016) at maximum, 43,330,000 shares in the Company (the maximum number of shares that could be converted was originally 43,330,000, but the maximum number has changed thereafter due to the reverse share split carried out in 2016 (see "*Share Capital and Ownership Structure*")). The conversion rate was initially EUR 0.50 per share, but due to the reverse share split, the conversion rate changed to EUR 2.50 per share. On last trading day of September 2017, *i.e.* on 29 September 2017, the closing share price of Suominen's share on Helsinki Stock Exchange was EUR 4.49. The period for converting the Hybrid Bond notes has started on February 11, 2014 and it ends on February 10, 2018.

On 30 September 2017 altogether 3,420,484 shares have been converted by virtue of the abovementioned conversion right, leaving the outstanding nominal amount of the Hybrid Bond to EUR 9,700,000.

Legal and Regulatory Proceedings

The Group has no pending governmental, legal or arbitration proceedings (including any proceedings which are pending or threatened of which the Company or the Guarantors are aware) which may have or may have had in the past 12 months significant effects on the Company's, the Guarantors' and/or Group's financial position or profitability, nor is the Company or the Guarantors aware of any such proceedings being threatened.

Material Contracts

There are no material contracts (other than contracts entered into in the ordinary course of business), which could result in any Group member being under an obligation or entitlement that is material to Suominen's or the Guarantors' ability to meet its obligation to the Noteholders in respect of the Notes.

Recent events relevant to the evaluation of the Issuer's and the Guarantors' solvency

There are no recent events particular to the Issuer or the Guarantors which are to a material extent relevant to the evaluation of the Issuer's or the Guarantors' solvency.

SELECTED FINANCIAL INFORMATION

The following tables present selected consolidated financial information for Suominen as at and for the six-month periods ended June 30, 2017 and June 30, 2016 and as at and for the years ended December 31, 2016 and December 31, 2015. The consolidated financial information presented below has been derived from Suominen's unaudited consolidated interim report as at and for the six month period ended June 30, 2017, including unaudited comparative financial information as at and for the period ended June 30, 2016, as well as from the audited consolidated financial statements as at and for the year ended December 31, 2016 and audited consolidated financial statements as at and for the year ended December 31, 2015.

Suominen's consolidated financial statements have been prepared in accordance with IFRS as adopted by the European Union, and Suominen's interim report has been prepared in accordance with IAS 34 – Interim Financial Reporting.

The selected financial information provided herein should be read together with section “*Business of Suominen and Information about the Issuer*” and Suominen's audited consolidated financial statements as at and for the years ended on December 31, 2016 and 2015 and with the unaudited interim report for the six month period ended on June 30, 2017, incorporated by reference to this Prospectus (see “*Documents Incorporated by Reference*”).

Change of financial reporting terminology in accordance with the recommendation by European Securities and Markets Authority

In accordance with a stock exchange release published on June 29, 2016, Suominen changed its financial reporting terminology in accordance with the recommendation by European Securities and Markets Authority.

European Securities and Markets Authority, ESMA had disclosed new guidelines concerning alternative performance measures. The guidelines were effective as of 3 July 2016 and Suominen Corporation changed the terminology related with the alternative performance measures as of its Q2/2016 interim report, which was on August 9, 2016.

In accordance with the new guidelines, Suominen changed the term “excluding non-recurring items” to “comparable”. Comparable performance measures are adjusted with certain material items that are considered to affect comparability between reporting periods. These items include, among others, impairment losses or reversals of impairment losses, gains or losses from the sales of property, plant and equipment or intangible assets or other assets and restructuring costs. The definition of the items affecting comparability equals with the definition of non-recurring items used earlier.

In accordance with the change abovementioned, the abovementioned terms have been utilized in this Prospectus also in respect of six-month period ended June 30, 2016 and for the year ended on December 31, 2015. However, despite the change of terms, the figures regarding financial year 2015 and six-month interim period ended June 30, 2016 have not been changed compared to those figures presented in Annual Report 2015 and in Interim Report January-June 2016.

The figures in Suominen's consolidated financial statements are mainly presented in EUR thousands. Due to rounding differences the figures presented in tables do not necessarily add up to the totals of the tables.

**CONSOLIDATED STATEMENT OF
FINANCIAL POSITION**

EUR thousand	30.6.2017	30.6.2016	31 December 2016	31 December 2015
	(unaudited)		(audited)	
ASSETS				
Non-current assets				
Goodwill	15,496	15,496	15,496	15,496
Intangible assets	15,795	13,385	14,133	13,275
Property, plant and equipment	140,194	100,499	135,510	97,931
Loan receivables	5,836	7,093	6,836	7,793
Available-for-sale assets	777	777	777	777
Other non-current receivables	1,959	2,327	2,524	2,402
Deferred tax assets	3,697	4,330	3,424	4,491
Total non-current assets	183,753	143,907	178,698	142,165
Current assets				
Inventories	39,735	32,739	42,631	32,557
Trade receivables	59,563	57,888	53,946	51,547
Loan receivables	2,550	1,250	1,550	1,000
Other current receivables	5,159	5,583	7,274	7,038
Assets for current tax	974	2,156	2,008	1,874
Cash and cash equivalents	20,379	56,545	29,522	55,570
Total current assets	128,360	156,161	136,929	149,585
TOTAL ASSETS	312,113	300,069	315,628	291,750
EQUITY AND LIABILITIES				
Equity				
Share capital	11,860	11,860	11,860	11,860
Share premium account	24,681	24,681	24,681	24,681
Reserve for invested unrestricted equity	76,262	69,732	70,855	69,652
Treasury shares	-44	-44	-44	-44
Fair value and other reserves	398	205	10	-118
Exchange differences	2,923	6,440	12,613	5,097
Other equity	7,044	334	6,324	-3,076
Total equity attributable to owners of the parent	123,125	113,209	126,300	108,052
Hybrid bond	10,950	17,503	16,525	17,664
Total equity	134,074	130,712	142,824	125,716
Liabilities				
Non-current liabilities				
Deferred tax liabilities	10,726	10,811	11,195	10,890
Liabilities from defined benefit plans	988	1,070	1,081	1,105
Other non-current liabilities	706	329	364	651
Debentures	75,000	75,000	75,000	75,000
Other non-current interest-bearing liabilities	9,089	16,250	11,574	18,498
Total non-current liabilities	96,510	103,460	99,214	106,144
Current liabilities				
Current interest-bearing liabilities	16,729	5,632	7,923	3,363
Liabilities for current tax	2,692	2,625	280	47
Trade payables and other current liabilities	62,108	57,639	65,388	56,479
Total current liabilities	81,529	65,897	73,590	59,889
Total liabilities	178,039	169,357	172,804	166,034
TOTAL EQUITY AND LIABILITIES	312,113	300,069	315,628	291,750

CONSOLIDATED STATEMENT OF PROFIT OR LOSS

EUR thousand	1-6/2017	1-6/2016	1 January – 31	1 January – 31
			December 2016	December 2015
	(unaudited)	(audited)		
Net sales	224,922	212,701	416,862	444,042
Cost of goods sold	-199,368	-185,907	-364,636	-386,042
Gross profit	25,554	26,794	52,226	58,000
Other operating income	936	1,099	1,909	2,637
Sales and marketing expenses	-3,809	-3,576	-7,364	-7,760
Research and development expenses	-2,481	-1,831	-4,330	-3,527
Administration expenses	-9,630	-8,270	-16,191	-16,709
Other operating expenses	80	-12	-629	-862
Operating profit	10,649	14,204	25,622	31,778
Net financial expenses	-442	-1,211	-3,190	-5,302
Profit before income taxes	10,207	12,993	22,432	26,476
Income taxes	-3,850	-4,333	-7,199	-9,456
Profit for the period	6,357	8,660	15,233	17,020
Earnings per share, EUR				
Basic	0.12	0.16	0.29	0.32
Diluted	0.11	0.15	0.26	0.29

CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME

EUR thousand	1–6/2017	1–6/2016	1 January – 31	1 January – 31
			December	December
	(unaudited)		2016	2015
			(audited))	
Profit for the period	6,357	8,660	15,233	17,020
Other comprehensive income:				
Other comprehensive income that will be subsequently reclassified to profit or loss:				
Exchange differences	-10,522	1,563	7,881	2,356
Fair value changes of cash flow hedges and available-for-sale assets	209	397	245	-970
Reclassified to profit or loss	-17	69	116	669
Reclassified to property, plant and equipment	187	-133	-188	91
Income taxes related to other comprehensive income	841	-229	-410	-632
Total	-9,302	1,666	7,644	1,514
Other comprehensive income that will not be subsequently reclassified to profit or loss:				
Remeasurements of defined benefit plans	43	–	-110	-26
Income taxes related to other comprehensive income	-12	–	16	8
Total	31	–	-93	-18
Total comprehensive income for the period	-2,915	10,327	22,784	18,516

CONSOLIDATED STATEMENT OF CASH FLOWS

1 January – 31

EUR thousand	1–6/2017	1–6/2016	1 January – 31	1 January – 31
			December 2016	December 2015
	(unaudited)		(audited)	
Cash flow from operations				
Profit for the period	6,357	8,660	15,233	17,020
Total adjustments to profit for the period	14,558	14,455	29,783	32,870
Cash flow before changes in net working capital	20,915	23,115	45,016	49,890
Change in net working capital	-2,476	-3,238	-6,277	-7,921
Financial items	-2,369	-1,932	-3,895	-6,425
Income taxes	252	-1,264	-6,348	-8,269
Cash flow from operations	16,322	16,682	28,496	27,274
Cash flow from investments				
Investments in property, plant and equipment and intangible assets	-25,135	-10,662	-49,553	-22,369
Adjustments of purchase consideration	–	161	161	–
Cash flow from disposed businesses	287	313	313	167
Sales proceeds from property, plant and equipment and intangible assets	–	–	8	10
Cash flow from investments	-24,848	-10,188	-49,072	-22,192
Cash flow from financing				
Drawdown of other non-current interest-bearing liabilities	–	–	–	15,000
Repayment of other non-current interest-bearing liabilities	–	–	–	-3,333
Repayment of current interest-bearing liabilities	-2,220	-26	-3,359	-14
Drawdown of current interest-bearing liabilities	10,000	–	–	–
Repayment of loan receivables	–	450	1,000	600
Share issue	–	–	–	340
Distribution of dividends	-5,585	-5,030	-5,030	–
Distribution of funds	–	–	–	-2,504
Payment of hybrid bond interest	-642	-624	-624	–
Cash flow from financing	1,552	-5,230	-8,013	10,089
Change in cash and cash equivalents	-6,974	1,263	-28,588	15,171
Cash and cash equivalents at the beginning of the period	29,522	55,570	55,570	38,430
Effect of changes in exchange rates	-2,169	-287	2,540	1,968
Change in cash and cash equivalents	-6,974	1,263	-28,588	15,171
Cash and cash equivalents at the end of the period	20,379	56,545	29,522	55,570

KEY RATIOS

Suominen presents in this Prospectus certain key ratios, which in accordance with the recommendation by the European Securities and Markets Authority (ESMA), are not key ratios as defined in IFRS standards but are alternative performance measures. The alternative performance measures are presented as additional information to the key ratios included in the statements of profit or loss, financial position and cash flows in the Company's IFRS financial statements. Alternative performance measures do not replace the key ratios as defined by the IFRS standards. It is the Company's opinion that the presented commonly used alternative performance measures give material additional information of the Company's result, financial position and financial development to the Management of the company as well as to investors and other stakeholders. In addition, certain alternative performance measures, such as comparable operating profit, improve the comparability between reporting periods as the alternative performance measures are adjusted with items which do not arise from normal business operations.

The alternative performance measures presented in this prospectus are operating profit (EBIT), comparable operating profit, EBITDA, interest-bearing net debt, return on invested capital (ROI, %), equity ratio (%) and gearing (%). The calculation of the alternative performance measures is presented in the consolidated financial statements 2016 as well as in the half-year report January-June 2017.

In the following tables, the key ratios are reconciled to figures presented in the IFRS financial statements and half-year report.

EBITDA	30.6.2017	30.6.2016	31.12.2016	31.12.2015
EUR thousand	(unaudited)		(audited)	
Operating profit	10,649	14,204	25,622	31,778
+ Depreciation, amortization and impairment losses	9,207	9,146	18,520	17,684
EBITDA	19,856	23,350	44,142	49,462
Interest-bearing net debt	30.6.2017	30.6.2016	31.12.2016	31.12.2015
EUR thousand	(unaudited)		(audited)	
Interest-bearing liabilities	100,818	96,882	94,497	96,862
Interest bearing receivables	-8,386	-8,343	-8,386	-8,793
Cash and cash equivalents	-20,379	-56,545	-29,522	-55,570
Interest-bearing net debt	72,053	31,994	56,589	32,499
Invested capital	30.6.2017	30.6.2016	31.12.2016	31.12.2015
EUR thousand	(unaudited)		(audited)	
Total equity	134,074	130,712	142,824	125,716
Interest-bearing liabilities	100,818	96,882	94,497	96,862
Invested capital	234,892	227,594	237,321	222,578
Return on invested capital (ROI), %	30.6.2017	30.6.2016	31.12.2016	31.12.2015
EUR thousand	(unaudited)		(audited)	
Operating profit (rolling 12 months)	22,067	28,229	25,622	31,778
Financial income (rolling 12 months)	761	712	727	734
Total	22,828	28,941	26,349	32,512
Invested capital 30 June 2016 / 30 June 2015 / 31 December 2015 / 31 December 2014	227,594	204,328	222,578	193,750
Invested capital 30 September 2016 / 30 September 2015 / 31 March 2016 / 31 March 2015	228,648	202,027	217,181	200,051
Invested capital 31 December 2016 / 31 December 2015 / 30 June 2016 / 30 June 2015	237,321	222,578	227,594	204,328
Invested capital 31 March 2017 / 31 March 2016 / 30 September 2016 / 30 September 2015	244,103	217,181	228,648	202,027
Invested capital 30 June 2017 / 30 June 2016 / 31 December 2016 / 31 December 2015	234,892	227,594	237,321	222,578
Average	234,512	214,741	226,664	204,547
Return on invested capital (ROI), %	9.7	13.5	11.6	15.9

Equity ratio, %	30.6.2017	30.6.2016	31.12.2016	31.12.2015
EUR thousand	(unaudited)		(audited)	
Total equity	134,074	130,712	142,824	125,716
Total assets	312,113	300,069	315,628	291,750
Advances received	-21	0	-3	-596
	312,092	300,069	315,625	291,154

Equity ratio, %	43.0	43.6	45.3	43.2
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Gearing, %	30.6.2017	30.6.2016	31.12.2016	31.12.2015
EUR thousand	(unaudited)		(audited)	
Interest-bearing net debt	72,053	31,994	56,589	32,499
Total equity	134,074	130,712	142,824	125,716
Gearing, %	53.7	24.5	39.6	25.9

Comparable operating profit (EBIT)	30.6.2017	30.6.2016	31.12.2016	31.12.2015
EUR thousand	(unaudited)		(audited)	
Operating profit	10,649	14,204	25,622	31,778
Reversal of impairment losses	—	—	—	-530
Comparable operating profit	10,649	14,204	25,622	31,248

EBITDA (tEUR)	= Profit before depreciation, amortization and impairment (operating profit + depreciation, amortization and impairment losses)
Interest-bearing net debt (tEUR)	= Interest-bearing liabilities - interest-bearing receivables - cash and cash equivalents
Invested capital	= Total equity + interest-bearing liabilities
Return on invested capital (ROI), %	$\frac{\text{Operating profit} + \text{financial income (rolling 12 months)}}{\text{Invested capital, quarterly average}} \times 100$
Equity ratio, %	$\frac{\text{Total equity} \times 100}{\text{Total assets} - \text{advances received}}$
Gearing, %	$\frac{\text{Interest-bearing net debt} \times 100}{\text{Total equity}}$
Comparable operating profit (EBIT)	= Profit of continuing operations after depreciation, amortization and impairment adjusted with items affecting comparability

BOARD OF DIRECTORS, MANAGEMENT AND AUDITORS

General

Suominen Corporation is a Finnish listed company and observes the Finnish Companies Act, other regulations covering listed companies (such as Market Abuse Regulation, Finnish Securities Market Act and the rules of the Helsinki Stock Exchange) and the requirements of its own Articles of Association in its decision-making and administration.

The Company complies with the Finnish Corporate Governance Code 2015 issued by the Securities Market Association.

Responsibility for Suominen Group's business operations belongs to the constitutional bodies required by the Finnish Companies Act: the General Meeting of Shareholders, which elects the members and the Chair of the Board of Directors; and the President and CEO, who is appointed by the Board of Directors.

The Group's supreme decision-making body is the General Meeting of Shareholders where shareholders exercise their decision-making power.

The Board of Directors is responsible for the Company's management and its appropriate organization. As the Group's parent company, Suominen Corporation is responsible for the Group's management, accounting and financing, human resources, ICT as well as communications and investor relations.

The business address of the members of the Board of Directors, the President & CEO and the members of the Corporate Executive Team is Suominen Corporation, Itämerentori 2, FI-00180 Helsinki, Finland.

General Meetings of Shareholders

Suominen Corporation's highest decision-making authority is exercised by the Company's shareholders at General Meetings of Shareholders. These meetings decide on matters specified in the Companies Act, such as the acceptance of the Company's financial statements and the payment of dividends, releasing the members of the Board of Directors and the President & CEO from liability, the election of members and the Chair of the Board of Directors and Auditors and the compensation they are paid, and amendments to the Articles of Association. An Annual General Meeting is held annually on a date determined by the Board of Directors before the end of April. Annual General Meetings address matters specified as coming within their authority in the Articles of Association and other proposals put before them. Extraordinary General Meetings are convened when necessary to consider specific proposals put before them for consideration. In general, General Meetings of Shareholders are convened upon notice given by the Board of Directors. In addition, Extraordinary General Meetings of shareholders are held when requested in writing by an auditor of the Company or by shareholders representing at least one-tenth of all the outstanding shares of the Company.

Each Suominen Corporation share entitles its holder to one vote. The company is not aware of any shareholder agreements concerning the use of voting rights or restrictions related to the conveyance of its shares.

The members of the Board of Directors, the President & CEO, and the candidates nominated for Board membership shall attend General Meetings, unless they can provide good reason for their absence.

Nomination Board

Suominen has a permanent Shareholders' Nomination Board established by the Annual General Meeting. The task of the Nomination Board is to prepare and present to the Annual General Meeting, and, if necessary, to an Extraordinary General Meeting, a proposal on the remuneration of the members of the Board of Directors, a proposal on the number of the members of the Board of Directors and a proposal on the members of the Board of Directors and the Chair of the Board of Directors. In addition, the task of the Nomination Board is to seek potential successors for the board members.

The Nomination Board shall consist of four members, three of which shall be appointed by the Company's three largest shareholders, who shall appoint one member each. The Chair of the Company's Board of Directors shall serve as the fourth member. The Nomination Board is established to exist and serve until the General Meeting of the Company decides otherwise. The members shall be nominated annually and their term of office shall end when new members are nominated to replace them. The members of the Nomination Board shall be independent of the Company and a person belonging to the Company's operative management cannot be a member of the Nomination Board.

The shareholders entitled to appoint members to the Nomination Board during financial year 2017 were determined on the basis of the registered holdings in the company's shareholder register on 1 September 2016.

As of 2 September 2016, the members of the Nomination Board were:

- Thomas Ahlström, Managing Director of Antti Ahlström Perilliset Oy and member of the Board of Directors of Ahlström Capital
- Erkki Etola, CEO of Oy Etra Invest Ab
- Reima Ryttsölä, Executive Vice-President, Investments of Varma Mutual Pension Insurance Company
- Jorma Eloranta, Chair of Suominen's Board of Directors.

In financial year 2016, the Nomination Board convened three times. The attendance rate at the meetings was 100%.

Suominen announced on 4 September 2017 the new composition of Suominen Corporation's Nomination Board.

The representatives of the company's three largest shareholders were elected to the Shareholders' Nomination Board. The shareholders entitled to appoint members to the Nomination Board were determined on the basis of the registered holdings in the company's shareholders' register on 1 September 2017.

As of 4 September 2017, the members of the Nomination Board are:

- Thomas Ahlström, Managing Director of Antti Ahlström Perilliset Oy and member of the Board of Directors of Ahlström Capital
- Erkki Etola, CEO of Oy Etra Invest Ab
- Reima Ryttsölä, Executive Vice-President of Varma Mutual Pension Insurance Company
- Jan Johansson, Chair of Suominen's Board of Directors, serves as the fourth member of the Nomination Board.

The Nomination Board shall submit its proposals to the Board of Directors no later than 1 February 2018 prior to the Annual General Meeting to be held in 2018.

Board of Directors and Corporate Executive Team

Board of Directors

According to the Articles of Association of Suominen Corporation, the Board of Directors shall be responsible for the management of the Company and for the proper arrangement of the Company's operations. The Board of Directors shall consist of no less than three and no more than seven members elected by the General Meeting of Shareholders.

The Chair of the Board of Directors and the members of the Board of Directors are elected by the General Meeting. The Board of Directors elects from among its members the Deputy Chair of the Board of Directors. If during the term the Chair of the Board resigns or is permanently unable to perform his/her duties as the Chair of the Board, the Board of Directors may appoint a new Chair of the Board from among its members for the remaining term.

Composition of the Board of Directors

The Annual General Meeting held on March 15, 2017 elected six members to the Board of Directors.

Risto Anttonen, Andreas Ahlström, Hannu Kasurinen, Laura Raitio and Jaana Tuominen were re-elected as members of the Board of Directors for the period ending at the close of the Annual General Meeting 2018. In addition, Jan Johansson was elected as a new member and Chair of the Board of Directors for the same period.

In its organizing meeting held after the Annual General Meeting, the Board of Directors elected from among its members Risto Anttonen as Deputy Chair of the Board.

As at the date of this Prospectus, the members of the Board of Directors are as follows:

	Position	Year born	Year appointed to the Board of Directors
Jan Johansson	Chair of the Board of Directors	1954	2017
Risto Anttonen	Deputy Chair of the Board of Directors	1949	2011
Andreas Ahlström	Member of the Board of Directors	1976	2015
Hannu Kasurinen	Member of the Board of Directors	1963	2012
Laura Raitio	Member of the Board of Directors	1962	2015
Jaana Tuominen	Member of the Board of Directors	1960	2014

Jan Johansson

b. 1954

Master of Laws

Swedish Citizen

Member of the Board since 2017, Chair of the Board since 2017

Independent member

Principle working experience:

- President and CEO, Svenska Cellulosa Aktiebolaget SCA 2007–2015
- President and CEO, Boliden AB 2001–2007
- Executive positions, Telia AB 2001, Vattenfall Group 1994-2001, Shell Group 1985-1994

Positions of trust:

- Chair of the Board, OrganoClick AB
- Member of the Board, Vinda International Holdings Ltd
- Member of the Board, ÅR Packaging Group AB

Risto Anttonen

b. 1949

B.Sc. (Econ.)

Finnish citizen

Member of the Board since 2011, Deputy Chair of the Board since 2012

Independent member

Principle working experience:

- Deputy CEO, Ahlstrom Corporation 2009–2010
- CEO, Ahlstrom Corporation 2008
- Various managerial positions, Ahlstrom Corporation 1991–2008
- CEO, Ahlstrom Alcor Oy, 1991–1998
- CEO, Norpe Oy 1986–1991

Positions of trust:

- Deputy Chair of the Board, Ensto Oy
- Chair of the Board, Antoka Oy

Andreas Ahlström

b. 1976

M.Sc. (Economics and Business Administration)

Investment Director, Ahlström Capital Oy

Finnish citizen

Member of the Board since 2015

Non-independent member

Principle working experience:

- Investment Director, Ahlström Capital Oy 2016–
- Investment Manager, Ahlström Capital Oy 2010–2016
- Sales Manager for Nordic Countries, Credit Agricole Asset Management 2006–2010
- Account Manager Nordic Countries, Factiva a Dow Jones & Reuters Co 2005–2006
- Customer Development Executive, Factiva a Dow Jones & Reuters Co 2004–2005
- Consultant, Result Venture Knowledge 2003–2004

Positions of trust:

- Chairman of the Board, Frangible Safety Posts
- Member of the Board, Ripasso Energy
- Member of the Board, Scandinavian Biogas

Hannu Kasurinen

b. 1963

M.Sc. (Econ.)

Senior Vice President, Head of Carton Board Business Unit, Stora Enso Corporation

Finnish citizen

Member of the Board since 2012

Independent member

Principle working experience:

- Senior Vice President, Head of Carton Board Business Unit, Stora Enso Corporation 2015–
- CFO, Renewable Packaging Division, Stora Enso Oyj 2013–2015
- Member of Group Executive Board, Stora Enso Group 2008–2013
- Executive Vice President, Building and Living Business Area, Stora Enso Group 2008–2013
- Senior Vice President, Group Strategy, Stora Enso Group 2007–2008
- Senior Vice President, Speciality Papers, Stora Enso Group 2005–2007
- Several managerial positions in Financial Services, Group Treasury, Risk Management, Strategy and Business Development and Profit Improvement, Enso-Gutzeit Oy, Enso Corporation and Stora Enso Group 1993–2005

Laura Raitio

b. 1962

Licentiate of Technology (Forest Products Technology)

Finnish citizen

Member of the Board since 2015

Independent member

Principle working experience:

- CEO, Diacor terveyspalvelut Oy 2014–2017
- Executive Vice President, Building and Energy, Member of Executive Management Team, Ahlstrom Oyj 2009–2014
- Senior Vice President, Marketing, Member of Corporate Executive Team, Ahlstrom Oyj 2006–2008
- Vice President & General Manager, Ahlstrom Osnabrück GmbH 2002–2005
- Managing Director, Ahlstrom Kauttua Oy 2001–2002

- Director of Marketing, Communications and Quality Management, Ahlstrom Industrial Products Division 1999–2001
- Several managerial positions, Ahlstrom Group 1990–1998

Positions of trust:

- Partner and Member of the Board, Boardman Oy
- Member of the Board of Directors, Neste Corporation
- Member of the Board of Directors, Raute Corporation
- Member of the Board of Directors, Finnish Figure Skating Foundation

Jaana Tuominen

b. 1960

M. Sc. (Chemical Engineering)

President and CEO of Fiskars Corporation, as of 9 October 2017

Finnish citizen

Member of the Board since 2014

Independent member

Principle working experience:

- President and CEO of Fiskars Corporation, as of 9 October 2017
- CEO of Paulig Group 2008–2017
- General Manager, Monitoring Solutions, GE Healthcare (former Instrumentarium Corporation), and Managing Director, GEHC Finland Oy 2002–2008
- Managing Director of NAF Oy and NAF Industries Oy and Director, Sales and Marketing, NAF AB 1998–2002
- Marketing Manager, Product Manager, Instrumentarium Oy/Datex-Ohmeda 1993–1998
- Area Sales Manager, Valmet Automation AB 1989–1993

Positions of trust:

- Member of the Board, The Finnish Fair Corporation
- Member of the Board, Finnair Corporation
- Chairman of the Board, Finnish Food and Beverage Industries' Federation
- Member of the Board, Confederation of Finnish Industries

Tasks and responsibilities of the Board of Directors

The Board of Directors is responsible for the administration and appropriate organization of Suominen's operations. The Board is responsible for taking decisions on matters that are likely to have a major impact on the Company's operations. The Board convenes according to an annual meeting plan. The main duties of the Board include:

- deciding on the Company's corporate structure and organization
- nominating and dismissing the President & CEO
- deciding on the salaries, bonuses, and other benefits paid to the President & CEO and his/her immediate subordinates
- deciding on the Company's salary and incentive system
- considering and approving annual accounts, reports by the Board of Directors, financial statement releases, and interim reports
- monitoring and supervising the Group's performance and ensuring the effectiveness of its management
- approving the Company's operating policies (financing policy, insurance and risk management policy, and principles for corporate governance)
- deciding on the acquisition and assignment of fixed assets
- deciding on strategically and financially significant investments, acquisitions, divestments, or other arrangements

- deciding on financial borrowings and pledging securities
- considering and approving strategies and action plans
- establishing a dividend policy and confirm the Company's targets.

Meeting practice

The Board of Directors convenes under the direction of the Chair or, if the Chair is unable to attend, the Deputy Chair. Principally, the matters are presented by the President & CEO.

In 2016, the Board of Directors convened 18 times, of which nine times per capsulam. The attendance rate at meetings was 100%.

Evaluation of independence

The Board of Directors has evaluated the independence of its members. All members are independent of the Company. All members are also independent of its significant shareholders, with the exception of Andreas Ahlström, who acted as Investment Director at Ahlström Capital Oy. The largest shareholder of Suominen, AC Invest Two B.V., is a group company of Ahlström Capital.

Self-evaluation

In financial year 2016, after each of its meetings, the Board assessed the preparations of the meeting, the course of the meeting and its own operations, in line with the principle of continuous development. The Chair of the Board of Directors interviews each member of the board individually once a year in order to further develop the operations of the Board and to focus its attention to the most relevant matters.

In addition, the Board of Directors reviewed its operations and procedures in the financial year 2016 through an internal self-assessment. The results of the assessment were submitted confidentially also to the use of the Nomination Board.

The Board of Directors reviews its operations and procedures through an annual self-assessment

Board Committees

The Board of Directors of Suominen has two committees, the Audit Committee and Personnel and Remuneration Committee.

Audit Committee

The main tasks of the Audit Committee relate to ensuring the Company's good governance, accounting and financial reporting, internal control systems and monitoring of the activities of the external auditing. The Audit Committee prepares for the Board matters that fall under its areas of responsibilities, but it does not have independent decision-making powers unless the Board resolves otherwise on certain matters.

The Chair and members of the Audit Committee are elected annually at the Board's constitutive meeting. At least three members will be elected to the committee. The members of the Audit Committee must be independent of the Company, and at least one member must be independent of the Company's significant shareholders.

In its constitutive meeting on 15 March 2017, the Board of Directors re-elected Hannu Kasurinen as Chair and Andreas Ahlström and Jaana Tuominen as members of the Audit Committee. All members of the Audit Committee are independent of the Company and of its significant shareholders, with the exception of Andreas Ahlström, who acted as Investment Director at Ahlström Capital Oy.

In 2016, the Audit Committee convened four (4) times. The attendance rate at the meetings was 100%.

Personnel and Remuneration Committee

The Personnel and Remuneration Committee of Suominen Corporation's Board of Directors will prepare the remuneration and appointment matters concerning the Company's President & CEO and other members of senior management, as well as principles and procedures related to remuneration of the Company's employees. The Personnel and Remuneration Committee will prepare for the Board matters that fall under its areas of responsibilities, but it does not have independent decision-making power unless the Board resolves otherwise on individual matters.

The Chair and members of the Personnel and Remuneration Committee will be elected annually at the Board's constitutive meeting. The majority of the members of the Personnel and Remuneration Committee must be independent of the

Company. The President & CEO or a member of the Company's or Group's management may not be a member of the Personnel and Remuneration Committee.

In its constitutive meeting held on 15 March 2017, the Board of Directors elected Jan Johansson as the Chair of the Personnel and Remuneration Committee. Risto Anttonen and Laura Raitio were re-elected as members. All members of the Remuneration Committee are independent of the Company and neither of them belongs to the Company's or Group's management.

President & CEO and Group management

The President & CEO of Suominen Corporation is appointed by the Board of Directors. The President & CEO is responsible for day-to-day operations in accordance with the Companies Act and guidelines and instructions provided by the Board of Directors. The President & CEO is responsible for ensuring that the Company's accounting practices comply with the law and that its assets are reliably managed. The President & CEO acts as the Chair of the Corporate Executive Team and as the direct superior of the Team's members.

Nina Kopola, b. 1960, M.Sc. (Chemical Eng.), Licentiate of Technology acts as the President & CEO of Suominen Corporation.

Corporate Executive Team

The President & CEO is supported by the Corporate Executive Team. The Corporate Executive Team comprises in addition to the President & CEO who acts as its Chair, the Senior Vice Presidents of the business areas, Senior Vice President of Global Operations, Senior Vice President, Operational Excellence, Senior Vice President and Chief Technology Officer, the CFO; and the Senior Vice President, Human Resources.

As at the date of this Prospectus, the members of the Corporate Executive Team are as follows:

	Position	Year born
Nina Kopola	President & CEO	1960
Tapio Engström	Senior Vice President, CFO	1963
Lynda A. Kelly	Senior Vice President, Care	1964
Larry L. Kinn	Senior Vice President, Operational Excellence	1957
Markku Koivisto	Senior Vice President and Chief Technology Officer	1971
Ernesto S. Levy	Senior Vice President, Convenience	1969
Mimoun Saïm	Senior Vice President, Global Operations	1964
Hannu Sivula	Senior Vice President, Human Resources	1966

Nina Kopola

b. 1960

M.Sc. (Chemical Eng.), Licentiate of Technology

President & CEO

Joined Suominen in 2011

Finnish citizen

Principle working experience:

- President & CEO, Suominen Corporation 2011–
- Executive Vice President, President Europe, Dynea Oy 2008–2011
- Executive Vice President, Global Market Applications, Dynea Oy 2006–2008
- Group Vice President, Marketing, Dynea Oy 2005–2006
- Various management positions in Marketing, Controlling and Business Analysis, Dynea Oy 2000–2005

Positions of trust:

- Member of the Board, Metso Corporation
- Member of the Board, Finnish Textile and Fashion
- Member of the Supervisory Board, Ilmarinen Mutual Pension Insurance Company

Tapio Engström

b. 1963

M.Sc. (Accounting)

Senior Vice President, CFO

Joined Suominen in 2012

Finnish citizen

Principle working experience:

- Senior Vice President, CFO, Suominen Corporation 2014–
- CFO, Suominen Corporation 2012–2013
- CFO, Glaston Corporation 2010–2012
- CFO, CPS Color Holding Oy 2009–2010
- Director Business Development, Vaisala Corporation 2007–2009
- CFO, Aspocomp Group Corporation 2006–2007
- CFO, Vaisala Corporation 2002–2006

Positions of trust:

- Member of the Board, Bright Maze Oy

Lynda A. Kelly

b. 1964

B. Sc. (Business Administration/Marketing)

Senior Vice President, Care

Joined Suominen in 2014

U.S. citizen

Principle working experience:

- Senior Vice President, Care, Suominen Corporation 2014–
- Several managerial positions, recently as Director, Global Medical and Wipes, First Quality Nonwovens 2003–2014
- Senior Consultant, John R Starr, Inc 2001–2003
- Business Unit Manager, Medical/Consumer Fabrics, BBA Nonwovens 1996–2001
- Several managerial positions, BBA Nonwovens, 1987–1996

Larry L. Kinn

b. 1957

B.A. (Chemistry)

Senior Vice President, Operational Excellence

Joined Suominen in 2011

U.S. citizen

Principle working experience:

- Senior Vice President, Operations Americas, Suominen Corporation 2014–2017
- Vice President, Operations America, Suominen Nonwovens 2011–2013
- Vice President, Operations America, Home and Personal, Ahlstrom Corporation 2008–2011
- General Manager, Industrial Products NA, Ahlstrom Corporation 2005–2008
- Technical Products Management, Ahlstrom Corporation, 2001–2005
- R&D Management, International Paper/BBA 1996–2001

Markku Koivisto

b. 1971

M.Sc. (Tech.)

Senior Vice President and Chief Technology Officer

Joined Suominen in 2017

Finnish citizen

Principle working experience:

- Senior Vice President and Chief Technology Officer, Suominen Corporation 2017–
- Head of Global Business Development, UPM Raflatac 2011–2016
- Vice President, Biocomposites Business Unit, UPM-Kymmene 2006–2015
- Venture Manager, UPM-Kymmene 2001–2006
- Tender Manager, Fortum 2000–2001
- Several positions at Siemens 1996–1999

Ernesto S. Levy

b. 1969

BIE (Industrial Engineering), MBA (Marketing)

Senior Vice President, Convenience

Joined Suominen in 2015

U.S. and Colombian citizen

Principle working experience:

- Senior Vice President, Convenience, Suominen Corporation 2015–
- Several Executive positions, recently as Vice President, Head of Marketing Americas, Novartis Consumer Health, Inc. 2012–2015
- Marketing Director, North America Oral Care, Procter & Gamble Company 2011–2012
- Beauty Care Marketing Director, Procter & Gamble de México 2007–2011
- Marketing Director, Dish Products, Procter & Gamble Company 2003–2007
- Several managerial positions, Procter & Gamble 1998–2003

Mimoun Saim

b. 1964

ENSI Engineering

Senior Vice President, Global Operations

Joined Suominen in 2011

French citizen

Principle working experience:

- Senior Vice President, Operations EMEA, Suominen Corporation 2014–2017
- Vice President, Operations Europe, Suominen Nonwovens 2011–2013
- Vice President, Operations Europe, Home and Personal, Ahlstrom Corporation 2008–2011

Hannu Sivula

b. 1966

M.Soc.Sc.

Senior Vice President, Human Resources

Joined Suominen in 2012

Finnish citizen

Principle working experience:

- Senior Vice President, Human Resources, Suominen Corporation 2014–
- Vice President, Human Resources, Suominen Corporation 2012–2013
- Vice President, HR Europe Dynea Corporation 2010–2012

- HR Director, Ship Power, Wärtsilä Corporation 2006–2010
- Various managerial positions in Cargotec Corporation 1995–2006

Corporate Leadership Team

Suominen's Corporate Leadership Team (“CLT”) acts as an extended management team supporting President & CEO in the execution of strategic programs and creating functional expertise. In addition to the members of the Corporate Executive Team, the CLT includes the following persons:

	Position	Year born
Dan Dunbar		
.....	Vice President, Sourcing	1960
Anu Heinonen		
.....	Vice President, Corporate Communications & IR	1974
Roberto Pedoja		
.....	Vice President, Technology	1953
Timo Rautakorpi		
.....	Vice President, CIO	1968
Saara Söderberg		
.....	Vice President, Marketing & Product Management	1968

Dan Dunbar

b. 1960

B.Sc, Industrial and Management Engineering

Vice President, Sourcing

Joined Suominen Corporation in 2014

U.S. citizen

Principle working experience:

- Vice President, Sourcing, Suominen Corporation 2014–
- Global Sourcing Manager, Corporate Office, Dover Corporation 2009–2013
- Vice President, Global Sourcing, DE-STA-CO, a Dover Company 2006–2009
- World-Wide Commodity Manager, Industrial Technologies Segment, Ingersoll-Rand Company 2004–2006
- Strategic Sourcing Manager, Fluid Products Division, Ingersoll-Rand Company 2001–2004
- Strategic Sourcing Manager, Drill Division, Ingersoll-Rand Company 1999–2001

Anu Heinonen

b. 1974

BBA

Vice President, Corporate Communications & IR

Joined Suominen Corporation in 2012

Finnish citizen

Principle working experience:

- Vice President, Corporate Communications & IR, Suominen Corporation 2014–
- Communications Director, Suominen Corporation 2012–2013
- Communications Manager, Alma Media Corporation 2007–2012
- Communications Manager, Ahlstrom Corporation 2005–2007
- Communications Officer, Ahlstrom Corporation 2003–2005
- Consultant, Communications Agency Pohjoisranta 2000–2003

Roberto Pedoja

b. 1953

Dr. Engineer, Electronic

Vice President, Technology

Joined Suominen in 2011

Italian citizen

Principle working experience:

- Vice President, Technology, Suominen 2014–
- Vice President, Innovation, Technology & Investment, Suominen Nonwovens Ld 2011–2013
- Vice President, Product Development & Technology, Home and Personal, Ahlstrom Corporation 2007–2011
- Various managerial positions, Orlandi S.p.a. 1994–2007
- Various managerial positions, Aermacchi, 1980–1994

Timo Rautakorpi

b. 1968

M.Sc. (Tech.)

Vice President, CIO

Joined Suominen Corporation in 2012

Finnish citizen

Principle working experience:

- Vice President, CIO, Suominen Corporation 2014–
- CIO, Suominen Corporation 2012–2013
- Director, Solution Delivery Services, Metsä Group 2010–2012
- Business-IT Manager, Metsä Group 2007–2010
- Metsä Board, Various managerial positions in IT 2002–2007
- SAP-Finland, Presales, sales and customer support 1998–2002

Saara Söderberg

b. 1968

M.Sc. (Tech.)

Vice President, Marketing & Product Management

Joined Suominen Corporation in 2013

Finnish citizen

Principle working experience:

- Vice President, Marketing & Product Management, Suominen Corporation 2013–
- Director, Global Practice Leader, Pöyry Management Consulting Oy, Member of Business Group Executive Committee 2010–2013
- Principal, Pöyry Management Consulting Oy 2010
- Vice President, Tissue Business, Pöyry Finland Oy 2009
- Various positions at Jaakko Pöyry Consulting with increasing responsibility since 1996 in Finland, Italy, USA and Canada

Positions of trust:

- Member of the Committee of Business Renewal, EK (Confederation of Finnish Industries)

Conflicts of Interest

Provisions regarding conflicts of interest of the management of a Finnish company are set forth in the Finnish Companies Act. Pursuant to Chapter 6, Section 4 of the Finnish Companies Act, a member of the Board of Directors may not participate in the handling of a contract between himself/herself and the company, nor may he/she participate in the handling of a contract between the company and a third party if he/she may thereby receive a material benefit which may be in contradiction with the interests of the company. The above provision regarding contracts shall correspondingly apply to

other legal acts and to other legal proceedings and other similar matters. The same provisions are applied with regard to the President & CEO.

None of the members of the Board of Directors or the President & CEO of the Company have any conflicts of interests between any duties to the Company and their private interests and/or their other duties.

Auditors

On March 15, 2017, the Annual General Meeting of Shareholders re-elected Ernst & Young Oy, Authorized Public Accountant Firm, as the Company's auditor for the next term of office in accordance with the Articles of Association. The principally responsible auditor of the Company is Kristina Sandin, Authorized Public Accountant. The address of the Auditor is: Ernst & Young Oy, Authorized Public Accountant Firm, Alvar Aallon katu 5 C, FI-00100 Helsinki, Finland.

The audited consolidated financial statements of the Company as at and for the years ended December 31, 2016 and December 31, 2015 were audited by Ernst & Young Oy, Authorized Public Accountant Firm, with Kristina Sandin, Authorized Public Accountant, as the principally responsible auditor.

SHARE CAPITAL AND OWNERSHIP STRUCTURE

On 30 September 2017, Suominen's share capital was EUR 11,860,056.00 (fully paid) and the total number of shares issued is 53,839,895. In 2016, Suominen carried out a reverse share split reducing the number of outstanding shares so that each five shares were merged as one share. The purpose of merging the shares was to increase the interest for the Issuer's shares and facilitate the trade in the shares.

As at the date of this Prospectus, the Company holds 876,280 of its own shares. The Company has one share class. Each share carries one vote at a General Meeting of Shareholders. The Company is not aware of any shareholder agreements concerning the use of voting rights or restrictions related to the conveyance of its shares. To the extent known to Suominen, Suominen is not directly or indirectly owned or controlled by any person. The Company has no knowledge of any arrangements the operation of which may at a subsequent date result in a change in control of the Company, and, respectively, each Guarantor has no knowledge of any arrangements the operation of which may at a subsequent date result in a change in control of respective Guarantor.

The following table sets forth the 20 largest shareholders of Suominen that appear on the shareholder register maintained by Euroclear Finland as at 30 September 2017:

	Number of shares	Percent of shares	Percent of votes
1 AC Invest two B.V.	13 953 357	25,92	25,92
2 Oy Etra Invest Ab	5 853 605	10,87	10,87
3 Keskinäinen työeläkevakuutusyhtiö Varma	4 500 000	8,36	8,36
4 Keskinäinen Eläkevakuutusyhtiö Ilmarinen	3 251 811	6,04	6,04
5 Keskinäinen Työeläkevakuutusyhtiö Elo	3 024 651	5,62	5,62
6 Nordea Bank Ab (Publ), Suomen Sivuliike	2 645 601	4,91	4,91
7 OP-Suomi Arvo -sijoitusrahasto	1 976 760	3,67	3,67
8 Sijoitusrahasto Nordea Nordic Small Cap	1 326 495	2,46	2,46
9 Evald ja Hilda Nissin Säätiö	1 000 000	1,86	1,86
10 Mandatum Life	966 195	1,79	1,79
11 Suominen Oyj	876 280	1,63	1,63
12 Nordea Henkivakuutus Suomi Oy	853 079	1,58	1,58
13 Bergholm Heikki	816 177	1,52	1,52
14 Maijala Mikko	692 418	1,29	1,29
15 Tiiviste-Group OY	665 404	1,24	1,24
16 Maijala Juhani	657 346	1,22	1,22
17 Laakkosen Arvopaperi Oy	520 000	0,97	0,97
18 Skandinaviska Enskilda Banken AB	502 084	0,93	0,93
19 OP-Suomi Pienyhtiöt -sijoitusrahasto	459 611	0,85	0,85
20 Maijala Eeva	381 176	0,71	0,71
20 largest registered shareholders total	44 922 050	83,44	83,44
Nominee-registered shareholders	3 247 600	6,03	6,03
Other registered shareholders	5 666 196	10,52	10,52
Joint account	4 049	0,01	0,01
Total	53 839 895	100,00	100,00

FINNISH TAXATION

The following summary is based on the tax laws of Finland as in effect on the date of this Prospectus, and is subject to changes in Finnish law and tax practice, including changes that could have a retroactive effect. The following summary is not exhaustive and does not take into account or discuss the tax laws of any country other than Finland. The following does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Notes and does not purport to deal with the tax consequences applicable to all categories of investors, some of which may be subject to special rules. Prospective investors are advised to consult their own tax advisers concerning the overall tax consequences relating to investment in the Notes.

Finnish Resident Noteholders

Individual

If the recipient of interest paid on the Notes is an individual having unlimited tax liability in Finland or an undistributed estate of a deceased Finnish resident, such interest is subject to withholding of tax prepayment in accordance with the Finnish Withholding Tax Act (in Finnish: *Ennakkoperintälaki 1118/1996*, as amended) and final taxation as capital income in accordance with the Finnish Income Tax Act (in Finnish: *Tuloverolaki 1535/1992*, as amended).

The Act on Source Tax on Interest Income (in Finnish: *Laki korkotulon lähdeverosta 1341/1990*, as amended) is not applicable to the Notes.

The current rate applicable to withholding of tax prepayment is 30 per cent. The capital income of individuals is currently taxable at 30 per cent, or at 34 per cent, if the capital income exceeds EUR 30,000 in a calendar year.

If Notes are disposed of during the loan period, any capital gain as well as accrued interest received (secondary market compensation) is taxed as capital income. The Issuer or a securities dealer must withhold a tax prepayment from the secondary market compensation paid to an individual being subject to unlimited tax liability in Finland or an undistributed estate of a deceased Finnish resident.

If Notes are acquired in the secondary market, any accrued interest paid (secondary market compensation) is deductible from the capital income as expense incurred in acquiring or maintaining taxable income or, to the extent exceeding capital income, from earned income subject to the limitations of the Finnish Income Tax Act.

An individual having unlimited tax liability in Finland or an undistributed estate of a deceased Finnish resident may deduct any potential eventual capital losses arising from the redemption of Notes on the Redemption Date (as defined in the “*Terms and Conditions of the Notes*”, Annex A) from its taxable capital gains in the year of disposal and in the five subsequent calendar years.

The Issuer and the securities dealer will furnish information on secondary market compensations paid and received to the Finnish tax authorities. Any secondary market compensation paid on and eventual capital gains or losses in respect of the Notes shall be reported in the annual tax return.

Corporate Entities

If the recipient of interest paid on the Notes is a corporation, as defined in the Finnish Income Tax Act, that is a tax resident of Finland, such interest and capital gains are subject to final taxation of the recipient corporation either in accordance with the Finnish Business Income Tax Act (in Finnish: *Laki elinkeinotulon verottamisesta 360/1968*, as amended) or Finnish Income Tax Act, depending on to which source of income the securities belong. The current tax rate for corporate entities is 20 per cent.

Losses resulting from the disposal of Notes, which belong to the business activities, can be set off against income from the same income source during the year of the disposal and ten subsequent tax years. Capital losses resulting from the disposal of the Notes, which belong to the other income source, can be set off against capital gains from disposals of other assets in the other source of income derived during the tax year of the disposal and five subsequent tax years.

Interest paid to such Noteholders is not subject to a withholding tax.

Non-Finnish Resident Noteholders

Noteholders who are not subject to unlimited tax liability in Finland will not be subject to Finnish taxes, including withholding taxes, on interest or gains realized on the sale or redemption of the Notes, provided that the said Notes are not related with the Noteholder's permanent establishment located in Finland.

Transfer Tax

No Finnish transfer tax will be payable on a transfer of the Notes.

ADDITIONAL INFORMATION

As the Guarantors are operative subsidiaries of the Issuer and carry out the same activities as the Issuer, the information under this section "Additional Information" is also additional information of the Guarantors, unless information on the Guarantors has been separately provided, or the context otherwise requires.

Statement as regards Significant Changes in the Company's Financial or Trading Position

There has been no significant change in the financial or trading position of the Company, of the Group or of the Guarantors since June 30, 2017, which is the end of the last financial period for which an unaudited interim report of the Group has been published. However, see "Revision of Guidance" below.

Prospects

Except for Suominen's revised guidance regarding operating profit for 2017, which was published on 20 July 2017 (see below), since December 31, 2016, the last day of the financial period in respect of which the most recently audited financial statements of the Company have been prepared, there has been no other material adverse change in the prospects of the Company, of the Group or of the Guarantors.

Revision of Guidance, Current Outlook and Profit Forecast

Due to slower than expected start-up of the new manufacturing line in the Bethune plant as well as unfavorable development of the product mix, Suominen revised its guidance regarding operating profit for 2017 on 20 July 2017.

Earlier in its previous interim report, published on April 26 2017, Suominen expected that for the full year 2017, its net sales will improve from year 2016. Also the comparable operating profit was estimated to improve from year 2016, provided that the new production line at the Bethune plant will be started up as planned. On 20 July 2017 the Company published a revision statement, according to which Suominen revises its estimate regarding the operating profit development and expects that for the full year 2017, its comparable operating profit will fall short of the 2016 level. However, as the Company announced on 20 July 2017, Suominen's estimate on net sales growth in 2017 remains unchanged. The company expects its net sales to improve from 2016 level. In 2016, Suominen's net sales amounted to EUR 416.9 million and comparable operating profit to EUR 25.6 million.

The following revised outlook is included in Suominen's interim report January-June 2017, published on 9 August 2017:

"OUTLOOK FOR 2017

Suominen expects that for the full year 2017, its net sales will improve from year 2016 but its comparable operating profit will fall short of the 2016 level.

In 2016, Suominen's net sales amounted to EUR 416.9 million and comparable operating profit to EUR 25.6 million. The calculation of comparable operating profit is explained in the consolidated financial statements of 2016."

Suominen confirms that the above information on the outlook/profit forecast has been properly prepared on the basis stated and that the basis of accounting is consistent with Suominen's accounting principles. The profit forecast is the best considered view and understanding at the time based on the forecasts and estimates received.

The assumptions upon which Suominen has based its conclusions and which the Board of Directors and the Corporate Executive Team of Suominen can influence include *inter alia* pricing of products, efficient risk management and cost management. Factors outside the control of Suominen that affect the above-mentioned forward-looking statements are, *inter alia*, mostly related to macroeconomic conditions, demand for Suominen's products and raw material prices.

The above statements include forward-looking statements. These statements are not guarantees of future financial performance and Suominen's actual results could differ materially from those expressed or implied by these forward-looking statements as a result of many factors. Suominen cautions prospective investors not to place undue reliance on these forward-looking statements, which speak only as at the date of this Prospectus.

Documents on Display

For as long as any of the Notes are outstanding, this Prospectus, the Articles of Association, extract from trade register, the interim report as at and for the six months period ended June 30, 2017, the annual consolidated financial statements as at and for the years ended December 31, 2016 and December 31, 2015 of the Company, and Agency Agreement (as defined in the Terms and Conditions of the Notes, Annex A) are available for viewing at the head office of the Company, address

Itämerentori 2, FI-00180 Helsinki, Finland. The Issuer publishes annual reports, including its audited consolidated financial statements, unaudited quarterly interim financial information and other information as required by the Helsinki Stock Exchange. All reports and stock exchange releases of the Issuer are published in Finnish and English.

Listing and Trading of the Notes

Application will be made for the listing of the Notes on the Helsinki Stock Exchange. The trading on the Notes is expected to begin on or about 10 October 2017.

INFORMATION OF THE GUARANTORS

Business of the Guarantors

Each of the Guarantors is an operative subsidiary of Suominen and manufactures nonwovens as roll goods for a number of applications, utilizing a range of both pulp and oil-based raw materials. The production is principally based on demand and customer orders, and the stock of finished products is kept relatively small.

Each Guarantor has long-term customer relationships, including both international and regional companies. If needed, manufacturing of a specific product can be typically transferred flexibly to another production line or unit, which increases Suominen's internal efficiency and supports the security of supply for the customers.

The Group Structure of Suominen is presented in “*Business of and Other Information about Suominen – Organisational Structure*” of this Prospectus and the Financial Statements of Suominen are incorporated into this Prospectus by reference (see “*Documents Incorporated by Reference*”).

Additional information of the Guarantors

Suominen Kuitukankaat Oy (parallel name Suominen Nonwovens Ltd.) Nakkila, Finland

Suominen Kuitukankaat Oy (business identity number 0135649-8) is organised and validly existing under the laws of Finland. The registered office of the company is located at Suomisentie 11, FI-29251 Nakkila, Finland, and its telephone number is +358 (0)10 214 500.

The Board of Directors of the company consists of the following members:

Nina Kopola,
Tapio Engström and
Hannu Sivula.

The Managing Director of the company is Tapio Engström.

Alicante Nonwovens S.A.U.

Alicante Nonwovens S.A.U. (business identity number A03080280) is organised and validly existing under the laws of Spain. The registered office of the company is located at Ctra, Vilena – Onteniente, Km 10, 03460 Benejama (Alicante), Spain, and its telephone number is +34 96 582 2331.

The Board of Directors of the company consists of the following members:

Nina Kopola,
Hannu Sivula and
Tapio Engström.

Cressa Nonwovens s.r.l., Mozzate, Italy

Cressa Nonwovens s.r.l. (business identity number 03354120135) is organised and validly existing under the laws of Italy. The registered office of the company is located at Via Borgomanero 38, 28012 Cressa, Italy and its telephone number is +39 0331 836 01.

The Board of Directors of the company consists of the following members:

Emiliano Mazzola
Mimoun Saïm and
Diego Travaglino.

Mozzate Nonwovens s.r.l.

Mozzate Nonwovens s.r.l. (business identity number 03354100137) is organised and validly existing under the laws of Italy. The registered office of the company is located at Via al Corbè, s/n, 22076 Mozzate, Italy, and its telephone number is +39 0331 83601.

The Board of Directors of the company consists of the following members:

Emiliano Mazzola,
Mimoun Saïm and
Diego Travaglino.

Green Bay Nonwovens, Inc.

Green Bay Nonwovens, Inc. (business identity number 80-0755308) is organised and validly existing under the laws of the State of Wisconsin, U.S.A. The registered office of the company is located at 1250 Glory Road, 54324-0499 Green Bay, Wisconsin, U.S.A. and its telephone number is +1 920 339 9433.

The Board of Directors of the company consists of the following members:

Nina Kopola,
Tapio Engström and
Larry Kinn.

Bethune Nonwovens, Inc.

Bethune Nonwovens, Inc. (business identity number 45-3290583) is organised and validly existing under the laws of the State of South Carolina, U.S.A. The registered office of the company is located at 500 Chestnut Street, 29009-0982 Bethune, South Carolina, U.S.A. and its telephone number is +1 843 334 6211.

The Board of Directors of the company consists of the following members:

Nina Kopola,
Tapio Engström and
Larry Kinn.

Windsor Locks Nonwovens, Inc.

Windsor Locks Nonwovens Inc. (business identity number 45-3290956) is organised and validly existing under the laws of the State of Connecticut, U.S.A. The registered office of the company is located at One Hartfield Blvd, Suite 101, East Windsor, Connecticut, U.S.A. and its telephone number is +1 860 386 8001.

The Board of Directors of the company consists of the following members:

Nina Kopola,
Tapio Engström and
Larry Kinn.

Conflicts of Interest

None of the members of the Board of Directors or the Managing Directors, if any, of the Guarantors have any conflicts of interests between any duties to the Guarantor and their private interests and/or their other duties.

Auditors

The auditor of the Guarantors (and of the Group) is Ernst & Young Oy (Finland) or companies belonging to the same group.

Selected unaudited financial information of the Guarantors

The following table sets forth selected unaudited financial information on the Guarantors. The key ratios as of and for the six-month period ended June 30, 2017 have been prepared in accordance with IFRS accounting policies adopted by Suominen in its consolidated financial statements. The unaudited key figures presented below are derived from the accounting records used for the preparation of the unaudited consolidated financial information of Suominen as at and for the six-month period ended 30 June 2017.

The key ratios of the Guarantors are:

KEY RATIOS / EUR January 1 – June 30, 2017 (including intra-group items)

EUR 1,000	Net Sales Q1-Q2/2017	Share Capital June 30, 2017	Total Equity June 30, 2017	Total Assets June 30, 2017
	(unaudited)			
Suominen Kuitukankaat Oy	21 044	10 596	8 028	24 216
Alicante Nonwovens S.A.U.	13 370	8 302	13 163	28 176
Cressa Nonwovens s.r.l.	4 049	10	6 831	8 184
Mozzate Nonwovens s.r.l.	50 984	10	8 072	40 568
Green Bay Nonwovens, Inc.	51 673	18 395	34 307	47 443
Bethune Nonwovens, Inc.	35 002	5 410	5 360	86 259
Windsor Locks Nonwovens, Inc.	41 973	16 231	30 491	43 138

Currency exchange rate in respect of Net Sales: EUR/USD 1,0825 (average currency exchange rate of EUR/USD during January–June 2017).
 Currency exchange rate in respect of Share Capital, Total Equity and Total Assets: EUR/USD 1,1412 (ECB closing rate on June 30, 2017).

DOCUMENTS INCORPORATED BY REFERENCE

The following documents have been incorporated by reference into this Prospectus according to the Commission Regulation (EC) No. 809/2004 Article 28 and they form a part of the financial information of Suominen. The documents incorporated by reference herein are available at Suominen's website at <https://www.suominen.fi/en/media/materials/> and at the registered office of Suominen Corporation located at Itämerentori 2, FI-00180 Helsinki, Finland, on weekdays during normal business hours.

Information	Source
Unaudited consolidated interim report of Suominen as at and for the period ended June 30, 2017	Interim Report January-June 2017
Audited financial statements of Suominen and Auditor's Report as at and for the year ended December 31, 2016	Annual Report 2016 pages 57-131
Audited financial statements of Suominen and Auditor's Report as at and for the year ended December 31, 2015	Annual Report 2015 pages 61-125

ANNEX A – TERMS AND CONDITIONS OF THE NOTES

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TERMS AND CONDITIONS FOR

SUOMINEN CORPORATION

EUR 85,000,000

SENIOR UNSECURED 2.500% RATE NOTES DUE 2022

ISIN: FI4000282660

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1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions

In these terms and conditions (the "**Terms and Conditions**"):

"**Accounting Principles**" means international financial reporting standards (IFRS) within the meaning of Regulation 1606/2002/EC on the application of international accounting standards (as in force on the Issue Date).

"**Adjusted EBITDA**" means, in respect of any Measurement Period, EBITDA for that Measurement Period adjusted by:

- (a) including earnings before interest, direct taxes, depreciation, amortisation and impairment charges (calculated on the same basis as EBITDA) of a Group Company for the Measurement Period (or attributable to a business or assets acquired during the Measurement Period) prior to its becoming a Group Company or (as the case may be) prior to the acquisition of the business or assets; and
- (b) excluding earnings before interest, direct taxes, depreciation, amortisation and impairment charges, as reported in the Issuer's IFRS-accounts (calculated on the same basis as EBITDA) attributable to any Group Company (or to any business or assets) disposed of during the Measurement Period.

"**Adjusted Nominal Amount**" means the Total Nominal Amount less the Nominal Amount of all Notes owned by a Group Company or an Affiliate of the Issuer, irrespective of whether such Group Company or an Affiliate of the Issuer is directly registered as owner of such Notes.

"**Affiliate**" means, in relation to any specified Person, another 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 or 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.

"**Agency Agreement**" means the agency agreement entered into on or before the Issue Date, between Issuer and the Agent, or any replacement agency agreement entered into after the Issue Date between the Issuer and a replacing Agent.

"**Agent**" means Intertrust (Finland) Oy, a limited liability company incorporated under the laws of Finland with business identity code 2343108-1, acting for and on behalf of the Noteholders in accordance with these Terms and Conditions, or another party replacing it, as Agent, in accordance with these Terms and Conditions.

"**Book-Entry Securities System**" means the Infinity system being part of the book-entry register maintained by the CSD or any other replacing book-entry securities system.

"**Book-Entry System Act**" means the Finnish Act on Book-Entry System and Clearing Operations (Fin: *Laki arvo-osuusjärjestelmästä ja selvitystoiminnasta* 348/2017, as amended).

"**Business Day**" means a day on which deposit banks are generally open for business in Helsinki.

"**Business Day Convention**" means the first following day that is a CSD Business Day.

"Cash and Cash Equivalents" shall mean the Group's consolidated cash and deposits in bank accounts, short term (up to 12 months' maturity) certificates of deposit or domestic commercial paper with a maturity of up to three months.

"Change of Control Event" means the occurrence of an event or series of events whereby any Person or group of Persons acting in concert (Fin: *yksissä tuumin toimiminen*) gain control of the Issuer and where **"control"** means (a) acquiring or controlling, directly or indirectly, more than 50 per cent of the total voting rights represented by the shares of the Issuer (being votes which are capable of being cast at general meetings of shareholders), or (b) the right to, directly or indirectly, appoint or remove at least a majority of the members of the board of directors of the Issuer.

"Compliance Certificate" means a certificate substantially in the form set out in Appendix 1 (*Form of Compliance Certificate*).

"CSD" means Euroclear Finland Oy, business identity code 1061446-0, Urho Kekkosen katu 5 C, P.O. Box 1110, 00101 Helsinki, Finland or any entity replacing the same as a central securities depository.

"CSD Business Day" means a day on which the Book-Entry Securities System is open in accordance with the regulations of the CSD.

"EBITDA" shall mean earnings before interest, direct taxes, depreciation, amortisation and impairment charges, as reported in the Issuer's IFRS-accounts. EBITDA for any Measurement Period shall mean the cumulative aggregate amount of EBITDA of the last four consecutive financial quarters of the Group.

"Euro" and **"EUR"** means the single currency of the participating member states in accordance with the legislation of the European Community relating to Economic and Monetary Union.

"Event of Default" means an event or circumstance specified in paragraphs (a) to (f) of Clause 12.1.

"Final Maturity Date" means 3 October 2022.

"Finance Documents" means these Terms and Conditions, the Guarantee and any other document by which these Terms and Conditions or the Guarantee are amended or any part thereof waived in compliance with these Terms and Conditions.

"Financial Indebtedness" means:

- (a) moneys borrowed (including under any bank financing);
- (b) the amount of any liability under any lease or hire purchase contracts which would, in accordance with the Accounting Principles as in force on the Issue Date be treated as a finance lease or a capital lease);
- (c) receivables sold or discounted (other than on a non-recourse basis, provided that the requirements for de-recognition under the Accounting Principles are met);
- (d) any amount raised pursuant to any note purchase facility or the issue of any bond or note or similar instrument;
- (e) any other transaction (including the obligation to pay deferred purchase price) having the commercial effect of a borrowing or otherwise being classified as a borrowing under the Accounting Principles;
- (f) the marked-to-market value of derivative transactions entered into in connection with protection against, or in order to benefit from, the fluctuation in any rate or price (if

any actual amount is due as a result of a termination or a close-out, such amount shall be used instead);

- (g) counter-indemnity obligations in respect of guarantees or other instruments issued by a bank or financial institution; and
- (h) liabilities under guarantees or indemnities for any of the obligations referred to in paragraphs (a) to (g) above.

"Force Majeure Event" has the meaning set forth in Clause 23.1.

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

"Guarantee" means a guarantee issued or to be issued by the Guarantors on or prior to the Issue Date in respect of the Guaranteed Obligations.

"Guaranteed Obligations" means all present and future obligations and liabilities of the Obligors to the Guaranteed Parties under the Finance Documents, the Issuing Agency Agreement and the Agency Agreement.

"Guaranteed Parties" means the Noteholders, the Agent (including in its capacity as Agent under the Agency Agreement) and the Issuing Agent.

"Guarantors" means each of the companies listed in Appendix 1 (*Guarantors*).

"Hybrid Bond" means the convertible hybrid bond of 5 February 2014 with an initial nominal value of EUR 17,500,000.

"Incurrence Test" means the test set forth in Clause 11.9 (*Financial undertakings*).

"Insolvent" means, in respect of a relevant Person, that it (i) is deemed to be insolvent within the meaning of Section 1 of Chapter 2 of the Finnish Bankruptcy Act (Fin: *Konkurssilaki* 120/2004, as amended) (or its equivalent in any other jurisdiction), (ii) admits inability to pay its debts as they fall due, (iii) suspends making payments on any of its debts, (iv) by reason of actual financial difficulties commences negotiations with its creditors (other than the Noteholders) with a view to rescheduling any of its indebtedness (including company reorganisation under the Finnish Act on Company Reorganisation (Fin: *Laki yrityksen saneerauksesta* 47/1993, as amended) (or its equivalent in any other jurisdiction)) or (v) is subject to involuntary winding-up, dissolution or liquidation.

"Interest" means the interest on the Notes calculated in accordance with Clauses 7.1 to 7.3.

"Interest Payment Date" means 3 October of each year or, to the extent such day is not a CSD Business Day, the CSD Business Day following from the application of the Business Day Convention. The first Interest Payment Date for the Notes shall be 3 October 2018 and the last Interest Payment Date shall be the relevant Redemption Date.

"Interest Period" means (i) in respect of the first Interest Period, the period from (and including) the Issue Date to (but excluding) the first Interest Payment Date, and (ii) in respect of subsequent Interest Periods, the period from (and including) an Interest Payment Date to (but excluding) the next succeeding Interest Payment Date (or a shorter period if relevant). An Interest Period shall not be adjusted by application of the Business Day Convention.

"Interest Rate" means 2.500 per cent. per annum.

"Issue Date" means 3 October 2017.

"Issuer" means Suominen Corporation, a public limited liability company incorporated under the laws of Finland with business identity code 1680141-9.

"Issuing Agency Agreement" means the agreement dated 6 September 2017 regarding services related to the Notes entered into by and between the Issuer and the Issuing Agent in connection with the issuance of the Notes (as amended and restated from time to time).

"Issuing Agent" means Nordea Bank AB (publ), Finnish Branch acting as issue agent (Fin: *liikkeeseenlaskijan asiamies*) and paying agent of the Notes for and on behalf of the Issuer, or any other party replacing the same as Issuing Agent in accordance with the regulations of the CSD.

"Lead Managers" means Nordea Bank AB (publ) and Handelsbanken Capital Markets, Svenska Handelsbanken AB (publ) acting as lead managers of the issue of the Notes.

"Measurement Period" means, for purposes of the Incurrence Test, the latest twelve month period for which financial statements (annual and/or interim reports) are available.

"Nominal Amount" has the meaning set forth in Clause 2.4.

"Noteholder" means the Person who is registered in the register maintained by the CSD pursuant to paragraph 2 of Section 3 of Chapter 4 of the Book-Entry System Act as direct registered owner (Fin: *omistaja*) or nominee (Fin: *hallintarekisteröinnin hoitaja*) with respect to a Note.

"Noteholders' Meeting" means a meeting among the Noteholders held in accordance with Clause 16 (*Noteholders' Meeting*).

"Notes" means debt instruments, each for the Nominal Amount and of the type referred to in paragraph 1 of Section 34 of the Act on Promissory Notes (Fin: *Velkakirjalaki 622/1947*, as amended) (Fin: *joukkovelkakirja*) and which are governed by and issued under these Terms and Conditions.

"Obligor" means the Issuer or a Guarantor.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, unincorporated organisation, government, or any agency or political subdivision thereof or any other entity, whether or not having a separate legal personality.

"Record Time" means:

- (a) in relation to a payment of Interest, default interest and/or redemption of the Notes when such payment is made through the Book-Entry Securities System, the end of the first CSD Business Day prior to, as applicable, (i) an Interest Payment Date, (ii) the day on which default interest is paid, (iii) a Redemption Date or (iv) a date on which a payment to the Noteholders is to be made under Clause 13 (*Distribution of proceeds*);
- (b) in relation to a Noteholders' Meeting and Written Procedure, the end of the CSD Business Day specified in the communication pursuant to Clause 16.3 or Clause 17.3, as applicable; and
- (c) otherwise, the end of the fifth CSD Business Day prior to another relevant date.

"Redemption Date" means the date on which the relevant Notes are to be redeemed or repurchased in accordance with Clause 8 (*Redemption and repurchase of the Notes*).

"Relevant Market" means the Helsinki Stock Exchange maintained by Nasdaq Helsinki Ltd.

"Security" means a mortgage, charge, pledge, lien, security assignment or security interest securing any obligation of any Person, or any other agreement or arrangement having a similar effect (and for the avoidance of doubt, each time not including any guarantee).

"Subsidiary" means, in relation to any Person, any Finnish or foreign legal entity (whether incorporated or not), in respect of which such Person, directly or indirectly, (i) owns shares or ownership rights representing more than fifty (50) per cent. of the total number of votes held by the owners, (ii) otherwise controls more than fifty (50) per cent. of the total number of votes held by the owners, (iii) has the power to appoint and remove all, or the majority of, the members of the board of directors or other governing body, or (iv) exercises control as determined in accordance with the international financial reporting standards (IFRS) within the meaning of Regulation 1606/2002/EC on the application of international accounting standards (or as otherwise adopted or amended from time to time).

"Total Assets" means the amount identified as "Total Assets" in the consolidated balance sheet of the latest published consolidated financial statements of the Group.

"Total Debt" means, without double counting, the consolidated interest bearing liabilities of the Group, including the following:

- (a) the outstanding principal amount of any acceptance under any acceptance credit;
- (b) the outstanding principal amount of any bond, note, debenture, loan stock or other similar instrument;
- (c) the capitalised element of indebtedness under a finance or capital lease;
- (d) the outstanding principal amount of all moneys owing in connection with the sale or discounting of receivables (otherwise than on a non-recourse basis);
- (e) the outstanding principal amount of any indebtedness arising from any deferred payment agreements arranged primarily as a method of raising finance or financing the acquisition of an asset;
- (f) any fixed or minimum premium payable on the repayment or redemption of any instrument referred to in paragraph (c) above;
- (g) the outstanding principal amount of any indebtedness arising in connection with any other transaction (including any forward sale or purchase agreement) which has the commercial effect of a borrowing; and
- (h) the outstanding principal amount of any indebtedness of any person of a type referred to in paragraphs (a) - (g) above which is the subject of a guarantee, indemnity or similar assurance against financial loss given by a Group Company.

"Total Net Debt" means Total Debt less Cash and Cash Equivalents.

"Total Nominal Amount" means the aggregate Nominal Amount of all the Notes outstanding at the relevant time.

"Written Procedure" means the written or electronic procedure for decision making among the Noteholders in accordance with Clause 17 (*Written Procedure*).

1.2 Construction

1.2.1 Unless a contrary indication appears, any reference in these Terms and Conditions to:

- (a) **"assets"** includes present and future properties, revenues and rights of every description;
- (b) **"incurrence"** or **"incur"** includes the issuance, assumption, guarantee of, or otherwise becoming liable for, any Financial Indebtedness (including through acquiring an asset, business or entity);

- (c) any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;
- (d) an Event of Default is continuing if it has not been remedied or waived;
- (e) a provision of law is a reference to that provision as amended or re-enacted;
- (f) words denoting the singular number shall include the plural and vice versa; and
- (g) a time of day is a reference to Helsinki time.

1.2.2 When ascertaining whether a limit or threshold specified in Euro has been attained or broken, an amount in another currency shall be counted on the basis of the rate of exchange for such currency against Euro for the previous Business Day, as published by the European Central Bank on its website (www.ecb.int). If no such rate is available, the most recent rate published by the European Central Bank shall be used instead.

1.2.3 No delay or omission of the Agent or of any Noteholder to exercise any right or remedy under the Finance Documents shall impair or operate as a waiver of any such right or remedy.

2 ISSUANCE AND STATUS OF THE NOTES

2.1 The Notes are denominated in Euro and each Note is constituted by these Terms and Conditions.

2.2 The Notes are offered for subscription in a minimum amount of EUR 100,000 by way of a private placement mainly to domestic and international institutional investors outside of the United States of America through a book-building procedure (*private placement*). The subscription period shall commence and end on 25 October 2017. Bids for subscription shall be submitted to Nordea Bank AB (publ), Finnish Branch Nordea Markets / Institutional Sales, Aleksis Kiven katu 9, Helsinki, FI-00020 Nordea, Finland, telephone: +358 9 369 50880 and to Svenska Handelsbanken AB (publ), Branch Operation in Finland, Handelsbanken Capital Markets, Fixed Income Sales, Itämerenkatu 11-13 Helsinki, 00180, Finland, telephone +358 10 444 6243 or +358 10 444 6237 during the subscription period and within regular business hours. 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. After the final allocation and acceptance of the subscriptions by the Issuer each investor that has submitted a subscription shall be notified by the Issuer whether and, where applicable, to what extent such subscription is accepted. Subscriptions notified by the Issuer as having been accepted shall be paid for as instructed in connection with the subscription. Notes subscribed and paid for shall be entered 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 the CSD.

2.3 By subscribing for Notes, each initial Noteholder, and, by acquiring Notes, each subsequent Noteholder (i) agrees that the Notes shall benefit from and be subject to the Finance Documents and (ii) agrees to be bound by these Terms and Conditions and the other Finance Documents.

2.4 The nominal amount (Fin: *arvo-osuuden yksikkökoko*) of each Note is EUR 1,000 (the "**Nominal Amount**"). The aggregate nominal amount of the Notes is EUR 85,000,000. All Notes are issued on the Issue Date on a fully paid basis at an issue price of 100 per cent. of the Nominal Amount.

2.5 The Notes constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among them.

- 2.6 Each Note is freely transferable after it has been registered into the respective book-entry account of a Noteholder but the Noteholders may be subject to purchase or transfer restrictions with regard to the Notes, as applicable, under local laws to which a Noteholder may be subject. Each Noteholder must ensure compliance with such restrictions at its own cost and expense.

3 USE OF PROCEEDS

The Issuer shall use the proceeds from the issue of the Notes, less the costs and expenses incurred by the Issuer in connection with the issue of the Notes, for refinancing the existing Financial Indebtedness and for general corporate purposes of the Group.

4 CONDITIONS FOR DISBURSEMENT

- 4.1 The Issuing Agent shall pay the net proceeds from the issuance of the Notes to the Issuer on the later of (i) the Issue Date and (ii) the day on which the Agent notifies the Issuing Agent that it has received the following, in form and substance satisfactory to it:
- (a) the Finance Documents, the Issuing Agency Agreement and the Agency Agreement duly executed by the parties thereto;
 - (b) a copy of a resolution from the board of directors of the Issuer approving the issue of the Notes and the terms of the Finance Documents, the Issuing Agency Agreement and the Agency Agreement, and resolving to enter into such documents and any other documents necessary in connection therewith;
 - (c) a copy of a resolution from the board of directors of each Guarantor approving the terms of, and resolving to enter into, the Guarantee and any other documents necessary in connection therewith;
 - (d) evidence that the Person(s) who has/have signed the Finance Documents, the Issuing Agency Agreement, the Agency Agreement and any other documents in connection therewith on behalf of the Obligor is/are duly authorised to do so;
 - (e) legal opinions issued by reputable law firms addressed to, and in form and substance satisfactory to, the Agent and the Lead Managers in relation to capacity, authorisation and due execution of the Finance Documents; and
 - (f) such other documents and information as is agreed between the Agent and the Issuer.
- 4.2 The Agent may assume that the documentation delivered to it pursuant to Clause 4.1 is accurate, correct and complete unless it has actual knowledge that this is not the case, and the Agent does not have to verify the contents of any such documentation.
- 4.3 The Agent shall confirm to the Issuing Agent when it has received the documents and evidence referred to in Clause 4.1.

5 NOTES IN BOOK-ENTRY FORM

- 5.1 The Notes will be issued in dematerialised form in the Book-Entry Securities System in accordance with the Book-Entry System Act and regulations of the CSD and no physical notes will be issued.
- 5.2 Each Noteholder consents to the Issuer having a right to obtain information on the Noteholders, their contact details and their holdings of the Notes registered in the Book-Entry Securities System, such as information recorded in the lists referred to in paragraphs 2 and 3 of Section 3 of Chapter 4 of the Book-Entry System Act kept by the CSD in respect of the Notes and the CSD shall be entitled to provide such information upon request. At the request

of the Agent or the Issuing Agent, the Issuer shall (and shall be entitled to do so) promptly obtain such information and provide it to the Agent or the Issuing Agent, as applicable.

- 5.3 The Agent and the Issuing Agent shall have the right to obtain information referred to in Clause 5.2 from the CSD in respect of the Notes if so permitted under the regulations of the CSD. The Issuer agrees that each of the Agent and the Issuing Agent is at any time on its behalf entitled to obtain information referred to in Clause 5.2 from the CSD in respect of the Notes.
- 5.4 The Issuer shall issue any necessary power of attorney to such persons employed by the Agent as are notified by the Agent, in order for such individuals to independently obtain information referred to in Clause 5.2 directly from the CSD in respect of the Notes. The Issuer may not revoke any such power of attorney unless directed by the Agent or unless consent thereto is given by the Noteholders.
- 5.5 The Issuer, the Agent and the Issuing Agent may use the information referred to in Clause 5.2 only for the purposes of carrying out their duties and exercising their rights in accordance with these Terms and Conditions with respect to the Notes and shall not disclose such information to any Noteholder or third party unless necessary for the before-mentioned purposes.

6 PAYMENTS IN RESPECT OF THE NOTES

- 6.1 Any payments under or in respect of the Notes pursuant to these Terms and Conditions shall be made to the Person who is registered as a Noteholder at the Record Time prior to an Interest Payment Date or other relevant due date in accordance with the Finnish legislation governing the Book-Entry Securities System and book-entry accounts as well as the regulations of the CSD.
- 6.2 If, due to any obstacle affecting the CSD, the Issuer cannot make a payment, such payment may be postponed until the obstacle has been removed. Any such postponement shall not affect the Record Time.
- 6.3 The Issuer is not liable to gross-up any payments under the Finance Documents by virtue of any withholding tax, public levy or the similar.
- 6.4 All payments to be made by the Issuer pursuant to these Terms and Conditions shall be made without (and free and clear of any deduction for) set-off or counterclaim.

7 INTEREST

- 7.1 Each Note carries Interest at the Interest Rate from (and including) the Issue Date up to (but excluding) the relevant Redemption Date.
- 7.2 Interest accrues during an Interest Period. Payment of Interest in respect of the Notes shall be made to the Noteholders on each Interest Payment Date for the preceding Interest Period.
- 7.3 Interest shall be calculated on the "actual/actual ICMA" basis as specified by the International Capital Market Association.
- 7.4 If the Issuer fails to pay any amount payable by it on its due date, default interest shall accrue on the overdue amount from (and including) the due date up to (but excluding) the date of actual payment at a rate which is one percentage point higher than the Interest Rate. Accrued default interest shall not be capitalised. No default interest shall accrue where the failure to pay was solely attributable to the Agent, the Issuing Agent or the CSD, in which case the Interest Rate shall apply instead.

8 REDEMPTION AND REPURCHASE OF THE NOTES

8.1 Redemption at maturity

The Issuer shall redeem all of the outstanding Notes in full on the Final Maturity Date with an amount per Note equal to the Nominal Amount together with accrued but unpaid Interest. If the Final Maturity Date is not a CSD Business Day, then the redemption shall occur on the CSD Business Day determined by application of the Business Day Convention.

8.2 Issuer's purchase of Notes

The Issuer may at any time and at any price purchase any Notes on the market or in any other way, provided that if purchases are made through a tender offer, the possibility to tender must be made available to all Noteholders on equal terms. The Notes held by the Issuer may at the Issuer's discretion be retained, sold or cancelled by the Issuer.

8.3 Mandatory repurchase due to a Change of Control Event (put option)

- 8.3.1 Upon the occurrence of a Change of Control Event, each Noteholder shall have the right to request that all, or only some, of its Notes be repurchased at a price per Note equal to 101 per cent. of the Nominal Amount together with accrued but unpaid Interest, during a period of twenty (20) Business Days following a notice from the Issuer of the Change of Control Event pursuant to Clause 10.1.2 (after which time period such right shall lapse). However, such period may not start earlier than upon the occurrence of the Change of Control Event.
- 8.3.2 The notice from the Issuer pursuant to Clause 10.1.2 shall specify the repurchase date that is a CSD Business Day 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 shall, or shall procure that a Person designated by the Issuer will, 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 10.1.2. The repurchase date must fall no later than 40 Business Days after the end of the period referred to in Clause 8.3.1.
- 8.3.3 The Issuer shall comply with the requirements of any applicable securities laws and 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 8.3, the Issuer shall comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Clause 8.3 by virtue of the conflict.
- 8.3.4 Any Notes repurchased by the Issuer pursuant to this Clause 8.3 shall be promptly cancelled by the Issuer.
- 8.3.5 The Issuer shall not be required to repurchase any Notes pursuant to this Clause 8.3, if a third party in connection with the occurrence of a Change of Control Event offers to purchase the Notes in the manner and on the terms set out in this Clause 8.3 (or on terms more favourable to the Noteholders) and purchases all Notes validly tendered in accordance with such offer. If the Notes tendered are not purchased within the time limits stipulated in this Clause 8.3, the Issuer shall repurchase any such Notes within five Business Days after the expiry of the time limit.
- 8.3.6 If Notes representing more than 75 per cent of the aggregate nominal principal amount of the Notes have been repurchased pursuant to this Clause 8.3, the Issuer is entitled to repurchase all the remaining outstanding Notes at the price stated in Clause 8.3.1 above by notifying the remaining Noteholders of its intention to do so no later than 15 Business Days after the latest possible repurchase date pursuant to Clause 8.3.2. Such prepayment may occur at the earliest on the tenth CSD Business Day following the date of such notice.

9 GUARANTEE

- 9.1 As continuing security for the due and punctual fulfilment of the Guaranteed Obligations, the Issuer shall procure that the Guarantors will at the latest on the Issue Date issue guarantees as for own debt (Fin: *omavelkainen takaus*) pursuant to the Guarantee for the benefit of the Guaranteed Parties. The Guarantee shall be entered into between the Guarantors and the Agent acting on behalf of the Guaranteed Parties.
- 9.2 The Guarantee is or is to be granted only for the benefit of the Guaranteed Parties. The Guarantee provides and will provide that only the Agent may exercise the rights under the Guarantee and only the Agent has the right to enforce the Guarantee. As a consequence, the Guaranteed Parties (other than the Agent) shall not be entitled, individually or collectively, to take any direct action to enforce any rights in their favour under the Guarantee.
- 9.3 Unless and until the Agent has received instructions from the Noteholders in accordance with Clause 15 (*Decisions by Noteholders*), the Agent shall (without first having to obtain the Noteholders' consent) be entitled to enter into agreements with the Issuer or a third party or take any other actions, if it is, in the Agent's opinion, necessary for the purpose of maintaining, altering, releasing or enforcing any guarantees granted under to the Guarantee.
- 9.4 The Agent shall be entitled to release the guarantees granted under the Guarantee upon (i) any disposal of a Guarantor carried out in accordance with Clause 11.4 (*Disposals*) or (ii) the discharge in full of the Guaranteed Obligations.

10 INFORMATION TO NOTEHOLDERS

10.1 Information from the Issuer

- 10.1.1 The Issuer will make the following information available to the Noteholders by publication on the website of the Issuer:
- (a) as soon as the same become available, but in any event within four months after the end of each financial year, its audited consolidated financial statements for that financial year and annual report;
 - (b) as soon as the same become available, but in any event within two months after the end of each quarter of its financial year, its unaudited consolidated financial statements or the year-end report (Fin: *tilinpääöstiedote*) (as applicable) for such period;
 - (c) as soon as practicable following an acquisition or disposal of Notes by a Group Company, the aggregate Nominal Amount held by the Group Companies, or the amount of Notes cancelled by the Issuer;
 - (d) any other information required to be disclosed under the Finnish Securities Markets Act (Fin: *Arvopaperimarkkinalaki* 746/2012, as amended) and the rules and regulations of the Relevant Market; and
 - (e) any other information that would, if the Notes were as of the Issue Date listed on the Helsinki Stock Exchange maintained by Nasdaq Helsinki Ltd, be required pursuant to the Rules of the Helsinki Stock Exchange (as in force from time to time and on the Issue Date being Rules 5.3.2.3 (*Auditor's report*) and 5.3.3 (*Continuous disclosure requirements*)).
- 10.1.2 The Issuer shall immediately notify the Noteholders and the Agent upon becoming aware of the occurrence of a Change of Control Event. Such notice may be given in advance of the occurrence of a Change of Control Event and be conditional upon the occurrence of such Change of Control Event if a definitive agreement is in place providing for a Change of Control Event.

- 10.1.3 When the financial statements and other information are made available to the Noteholders pursuant to Clause 10.1.1, the Issuer shall send copies of such financial statements and other information to the Agent.
- 10.1.4 The Issuer shall prior to:
- (a) the incurrence of Financial Indebtedness, save for any Financial Indebtedness permitted pursuant to Clause 11.1.2; or
 - (b) a disposal referred to in Clause 11.4.1 (*Disposals*) for which an Incurrence Test is required to be carried out,
- submit to the Agent a Compliance Certificate (i) setting out calculations and figures as to compliance with Clause 11.9 (*Financial undertaking*), (ii) containing a confirmation that no Event of Default has occurred (or if an Event of Default has occurred, what steps have been taken to remedy it, and (iii) attaching copies of any notices sent to the Relevant Market.
- 10.1.5 The Issuer shall immediately notify the Agent (with full particulars) upon becoming aware of the occurrence of any event or circumstance which constitutes an Event of Default, or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing) constitute an Event of Default, and shall provide the Agent with such further information as it may reasonably request in writing following receipt of such notice. Should the Agent not receive such information, the Agent is entitled to assume that no such event or circumstance exists or can be expected to occur, provided that the Agent does not have actual knowledge of such event or circumstance.

10.2 Information from the Agent

Subject to the restrictions of a non-disclosure agreement entered into by the Agent with the Issuer, the Agent is entitled to disclose to the Noteholders any event or circumstance directly or indirectly relating to the Issuer or the Notes. Notwithstanding the foregoing, the Agent shall notify the Noteholders of the occurrence of an Event of Default in accordance with Clause 12.3.

10.3 Publication of Finance Documents

The latest version of the Finance Documents shall be available on the websites of the Issuer and the Agent.

11 UNDERTAKINGS

The Issuer undertakes to (and shall, where applicable, procure that the other Group Companies will) comply with the undertakings set forth in this Clause 11 for so long as the Notes remain outstanding.

11.1 Financial Indebtedness

- 11.1.1 Except as provided under Clause 11.1.2, the Issuer shall not (and shall procure that no other Group Company will) incur any Financial Indebtedness, provided that the Issuer and such Group Company may incur Financial Indebtedness if:
- (a) no Event of Default is continuing or would occur as a result thereof; and
 - (b) the Incurrence Test is met.
- 11.1.2 Notwithstanding Clause 11.1.1, the Issuer and any other Group Company may incur Financial Indebtedness:
- (a) arising under the Finance Documents;

- (b) arising under a credit facility with financial institutions in a maximum aggregate principal amount at any time outstanding not exceeding EUR 100,000,000;
- (c) arising under the Hybrid Bond or under any refinancing of the same if regarded as a Financial Indebtedness under the Accounting Principles;
- (d) existing on the Issue Date (including but not limited to any loans made by a Group Company to another Group Company);
- (e) arising under any loans made by an Obligor to another Obligor;
- (f) in addition to the loans permitted under paragraphs (d) and (e) above, arising under loans made within the Group on arm's length terms and for bona fide business reasons and not exceeding the aggregate amount of EUR 5,000,000;
- (g) arising under any guarantee which is permitted under Clause 11.6.2;
- (h) arising under any pension loans (in Fin: *takaisinlaina*) issued by a pension insurance company;
- (i) arising under any existing or future commercial paper;
- (j) any Financial Indebtedness (i) under existing finance or capital leases including, for the avoidance of doubt, the operational leases (amounting to EUR 2,500,000) and the leasing arrangement with Fortum treated as operational lease (amounting to EUR 6,400,000) and (ii) any additional finance or capital leases in the maximum amount of EUR 5,000,000;
- (k) arising under any existing rental and hire contract liability or any future rental or hire contract liability replacing such existing liability on similar material terms;
- (l) arising under any derivative transaction entered into by a Group Company in the ordinary course of its day-to-day business for non-speculative purposes in connection with protection against or benefit from fluctuation in any rate or price or commodity;
- (m) arising under any netting or set-off arrangement entered into by any Group Company in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group but only so long as (i) such arrangement does not permit credit balances of Obligors to be netted or set off against debit balances of members of the Group which are not Obligors and (ii) such arrangement does not give rise to other Security over the assets of Obligors in support of liabilities of members of the Group which are not Obligors;
- (n) arising in relation to Group Companies incorporated in Brazil in the maximum aggregate amount of EUR 25,000,000 or the equivalent thereof in any other currencies;
- (o) arising in relation to any off-balance-sheet pension liability in the maximum aggregate amount of EUR 3,000,000 or the equivalent thereof in any other currencies;
- (p) arising under working capital financing arrangement of any Group Company in an aggregate amount not exceeding EUR 5,000,000 (or its equivalent in another currency or currencies) at any time; and
- (q) not permitted by the preceding paragraphs and the outstanding principal amount of which does not exceed the higher of EUR 15,000,000 or 5 per cent. of the Total Assets in aggregate for the Group at any time.

11.2 Continuation of business

The Issuer shall procure that no substantial change is made to the general nature of the business from that carried on by the Group on the Issue Date.

11.3 Mergers and de-mergers

11.3.1 Except as provided under Clause 11.3.2 below, the Issuer shall not (and shall procure that no other Group Company will) carry out:

- (a) any merger (or other business combination or corporate reorganisation involving the consolidation of assets and obligations) of the Issuer or such other Group Company with any other Person;
- (b) any demerger (or a corporate reorganisation having the same or equivalent effect) of an Obligor;
- (c) any demerger (or corporate reorganisation having the same or equivalent effect) of a Group Company other than an Obligor, if as a result of such demerger or reorganisation any assets and/or operations would be transferred to a Person not being a Group Company; or
- (d) any liquidation of an Obligor.

11.3.2 Clause 11.3.1 above does not apply to:

- (a) any merger (or other business combination or corporate reorganisation involving the consolidation of assets and obligations) of the Issuer or such other Group Company with any other Group Company provided that (i) if in such merger any Obligor is involved such Obligor would be the surviving entity or (ii) if in such merger the Issuer is involved, the Issuer would be the surviving entity;
- (b) any merger (or other business combination or corporate reorganisation involving the consolidation of assets and obligations) of the Issuer or such other Group Company with any other Person (save for the Group Company) provided that (A) if in such merger any Obligor is involved such Obligor would be the surviving entity and the Incurrence Test is met and (B) if a Group Company (other than an Obligor) is a surviving entity the Incurrence Test is met; or
- (c) the corporate reorganisation of any Group Company which is not an Obligor so long as any payments or assets distributed as a result of such reorganisation are distributed to other Group Companies.

11.3.3 Each Noteholder agrees, with respect to the Notes it holds, not to exercise, and hereby waives in advance, its right in accordance with the Finnish Companies Act (Fin: *Osaakeyhtiölaki 624/2006*, as amended) to object to any merger or demerger if (and only if) such merger or demerger (as applicable) (a) is not prohibited under these Terms and Conditions or (b) has been consented to by the Noteholders in a Noteholders' Meeting or by way of a Written Procedure.

11.4 Disposals

11.4.1 Except as provided under Clause 11.4.3 below, the Issuer shall not (and shall procure that no other Group Company will) sell, transfer or otherwise dispose of all or a substantial part of the Group's assets (including shares or other securities in any Person) or operations (other than, in the case of an Obligor, to another Obligor and, in the case of a Group Company which is not an Obligor, to another Group Company), unless such sale, transfer or disposal:

- (a) is carried out at fair market value on terms and conditions customary for such transactions;

- (b) the Incurrence Test is met (tested pro forma after such disposal); and
 - (c) no Event of Default is continuing or would result from such disposal,
- unless required by any law or relevant authority.

- 11.4.2 If shares in an Obligor are disposed to a third party in accordance with Clause 11.4.1 any cash proceeds from such sale, transfer or disposal (whether by a single transaction or a series of transactions that can be deemed a single transaction) exceed EUR 30,000,000 (such excess, the "**Cash Proceeds**"), the Issuer shall apply the Cash Proceeds towards repayment or discharge of any Financial Indebtedness incurred by the Group Companies, or as an alternative the Issuer may offer to repurchase the Notes for the higher of (i) their Outstanding Nominal Amount and (ii) the fair market value of the Notes and this Clause shall be deemed to be fulfilled irrespective of whether any Notes are so repurchased.
- 11.4.3 Clause 11.4.1 above shall not be applied to sale of receivables (outstanding at any time) on non-recourse basis and on arm's length terms.

11.5 Negative pledge

- 11.5.1 Except as provided under Clause 11.5.2, the Issuer shall not (and shall procure that no other Group Company will):
- (a) create or allow to subsist any Security over any of its assets;
 - (b) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or reacquired by any Group Company;
 - (c) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
 - (d) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set off or made subject to a combination of accounts; or
 - (e) enter into any other preferential arrangement having a similar effect,
- in respect of items (b) to (e), in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.
- 11.5.2 Clause 11.5.1 does not apply to:
- (a) any lien arising by operation of law and in the ordinary course of trading;
 - (b) any payment or close out netting or set-off arrangement pursuant to any hedging transaction entered into by a Group Company for the purpose of:
 - (i) hedging any risk to which any Group Company is exposed in its ordinary course of trading; or
 - (ii) its interest rate or currency management operations which are carried out in the ordinary course of business and for non-speculative purposes only,
 excluding, in each case, any Security under a credit support arrangement in relation to a hedging transaction;
 - (c) any Security over or affecting any asset acquired by a Group Company or any company which becomes a Group Company, where the Security is created prior to the date on which that company becomes a Group Company if:
 - (i) the Security was not created in contemplation of that company becoming a Group Company;

- (ii) the principal amount secured has not been increased in contemplation of or since that company becoming a Group Company; and
 - (iii) the Security is removed or discharged within six (6) months of the date of that company becoming a Group Company;
- (d) any Security securing indebtedness under paragraphs (h), (m) and (n) of Clause 11.1.2;
- (e) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a Group Company in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any Group Company; and
- (f) any Security not permitted by paragraphs (a) to (e) above, securing indebtedness the principal amount of which does not in aggregate exceed 10 percent of the Total Assets.

11.6 Guarantees and indemnities

- 11.6.1 Except as provided under Clause 11.6.2, the Issuer shall not (and shall procure that no other Group Company will) create or allow to subsist any guarantee in respect of any obligation of any Person.
- 11.6.2 Clause 11.6.1 does not apply to:
- (a) guarantees, indemnities or performance bonds given in the ordinary course of its trading activities;
 - (b) guarantees given in respect of the indebtedness of or performance of obligations of any Group Company provided that such indebtedness or obligations are incurred in the ordinary course of its trading activities on arm's length terms;
 - (c) guarantees constituting or securing Financial Indebtedness that is permitted under Clause 11.1 (*Financial Indebtedness*);
 - (d) guarantees and counter-indemnities existing on the Issue Date (including the guarantee given by the Issuer to Bright Maze Oy in connection with the disposal of the flexible packaging business of the Group, however not to exceed EUR 5,000,000);
 - (e) any guarantee given for the purposes of securing or enhancing supplies of raw material or energy or enabling to fulfil any environmental permits or sales or deliveries or to assist research and development or to provide or secure premises or other facilities or machinery required by any Group Company, in order to carry on the ordinary course of its business, provided, however, that the aggregate of the guarantee obligations and liabilities under this paragraph (e) and the principal amounts of any loans made for corresponding purposes from time to time shall not exceed EUR 15,000,000 (or its equivalent in other currencies);
 - (f) notwithstanding paragraph (e) above, any guarantee given in respect of the indebtedness of or performance of obligations of Windsor Locks Nonwovens, Inc. for the purposes of securing or enhancing its:
 - (i) supplies of energy and/or;
 - (ii) lease agreements,

provided, however, that the aggregate of the guarantee obligations and liabilities under this paragraph (f) in respect of the guarantees referred to in paragraph (f)(i) from time to time shall not exceed USD 11,200,000 and, respectively, under paragraph (f)(ii) USD 8,700,000 from time to time;

- (g) any guarantee given in respect of any joint venture arrangement and related indebtedness; and
- (h) any guarantees of Financial Indebtedness not permitted by paragraphs (a) to (g) above where the outstanding principal amount of such guarantees does not exceed EUR 3,000,000 (or its equivalent in other currencies).

11.7 Compliance with laws

The Issuer shall (and shall procure that each other Group Company will) comply with all laws and regulations to which it may be subject from time to time, if failure so to comply would materially impair the ability of an Obligor to perform its obligations under the Finance Documents.

11.8 Related party transactions

The Issuer shall (and shall procure that each other Group Company will) conduct all dealings with the direct and indirect shareholders of the Group Companies and/or any Affiliates of such direct or indirect shareholders at arm's length.

11.9 Financial undertakings

- 11.9.1 The Incurrence Test is met if on the last day of the relevant Measurement Period the ratio of Total Net Debt to Adjusted EBITDA in respect of that Measurement Period does not exceed 4.0:1, calculated in accordance with the calculation principles set out in Clause 11.9.2.
- 11.9.2 For the purposes of the Incurrence Test the ratio of Total Net Debt to Adjusted EBITDA shall be calculated in accordance with the Accounting Principles and by reference to the latest interim or annual report (whichever is most recent) published pursuant to paragraphs (a) and (b) of Clause 10.1.1 and using:
 - (a) in the case of Total Net Debt, the amount of the Total Net Debt as at the last day of the relevant Measurement Period after adding the amount of the new Financial Indebtedness to be incurred; and
 - (b) in the case of Adjusted EBITDA, rolling 12 month cumulative aggregate figures after adding (or deducting) the amount of Adjusted EBITDA (calculated on the basis as the Adjusted EBITDA of the Group) of any entity to be acquired (or disposed).

11.10 Subordination

The Issuer irrevocably agrees that upon the occurrence of a bankruptcy or similar insolvency event of a Guarantor, the intragroup loans between the Issuer and that Guarantor shall be fully subordinated to, and shall rank in priority behind, any and all liabilities owed to the Guaranteed Parties under the Finance Documents.

11.11 Admission to trading

- 11.11.1 The Issuer shall use its best efforts to ensure that the loan constituted by these Terms and Conditions and evidenced by the Notes is admitted to trading on the Relevant Market, and that it remains admitted or, if such admission to trading is not possible to obtain or maintain, admitted to trading or traded on another regulated market or multilateral trading facility (each as defined in Directive 2004/39/EC on markets in financial instruments).

- 11.11.2 Following an admission to trading, the Issuer shall take all actions on its part to maintain the admission for as long as any Notes are outstanding, but not longer than up to and including the last day on which the admission to trading reasonably can, pursuant to the then applicable regulations of the Relevant Market and the CSD, subsist.

11.12 Undertakings relating to the Agency Agreement

- 11.12.1 The Issuer shall, in accordance with the Agency Agreement:
- (a) pay fees to the Agent;
 - (b) indemnify the Agent for costs, losses and liabilities;
 - (c) furnish to the Agent all information requested by or otherwise required to be delivered to the Agent; and
 - (d) not act in a way which would give the Agent a legal or contractual right to terminate the Agency Agreement.
- 11.12.2 The Issuer and the Agent shall not amend any provisions of the Agency Agreement without the prior consent of the Noteholders if the amendment would be detrimental to the interests of the Noteholders.

12 ACCELERATION OF THE NOTES

- 12.1 The Agent is entitled to, and shall following a demand in writing from a Noteholder (or Noteholders) representing at least twenty-five (25) per cent. of the Adjusted Nominal Amount (such demand may only be validly made by a Person who is a Noteholder at the end of the Business Day on which the demand is received by the Agent and shall, if made by several Noteholders, be made by them jointly) or following an instruction given pursuant to Clause 12.4, on behalf of the Noteholders (i) by notice to the Issuer, declare all, but not only some, of the outstanding Notes due and payable together with any other amounts payable under the Finance Documents, immediately or at such later date as the Agent determines, and/or (ii) exercise any or all of its rights, remedies, powers and discretions under the Finance Documents, if:
- (a) an Obligor does not pay on the due date any amount payable by it under the Finance Documents, unless the non-payment:
 - (i) is caused by technical or administrative error; and
 - (ii) is remedied within five Business Days from the due date;
 - (b) an Obligor or any other Person (other than the Agent) does not comply with any material terms or conditions of the Finance Documents to which it is a party (other than those terms referred to in paragraph (a) above), unless the non-compliance:
 - (i) is capable of remedy; and
 - (ii) is remedied within twenty (20) Business Days of the earlier of the Agent giving notice and that Obligor or relevant other Person becoming aware of the non-compliance;
 - (c) any Finance Document becomes invalid, ineffective or varied (other than in accordance with the provisions of the Finance Documents), and such invalidity, ineffectiveness or variation has a detrimental effect on the interests of the Noteholders;
 - (d) any Group Company is, or is deemed for the purposes of any applicable law to be, Insolvent;

- (e) any attachment, sequestration, distress or execution, or any analogous process in any jurisdiction, affects any material asset of a Group Company having an aggregate value of at least EUR 5,000,000 (or its equivalent in other currencies) and is not discharged within fourteen (14) Business Days;
- (f) any Financial Indebtedness of a 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 paragraph (f) if (i) any relevant payment to be made is contested in good faith and as long as it has not resulted in a payment obligation of the relevant member of the Group (confirmed by a court, arbitral tribunal or a government authority, subject to Clause 12.5) or (ii) the aggregate amount of Financial Indebtedness referred to herein is less than EUR 5,000,000.

- 12.2 The Agent may not accelerate the Notes in accordance with Clause 12.1 by reference to a specific Event of Default if it is no longer continuing.
- 12.3 The Agent shall notify the Noteholders of an Event of Default within five (5) Business Days of the date on which the Agent received actual knowledge of that an Event of Default has occurred and is continuing, except if the Event of Default does not relate to a payment failure in respect of the Notes and the Agent considers that withholding the notice is not detrimental to the interests of the Noteholders. The Agent shall, within 20 Business Days of the date on which the Agent received actual knowledge of that an Event of Default has occurred and is continuing (and if the Event of Default does not relate to a payment failure in respect of the Notes, within 60 Business Days, decide if the Notes shall be so accelerated. If the Agent decides not to accelerate the Notes, the Agent shall promptly seek instructions from the Noteholders in accordance with Clause 15 (*Decisions by Noteholders*). The Agent shall always be entitled to take the time necessary to consider carefully whether an occurred event or circumstance constitutes an Event of Default.
- 12.4 If the Noteholders instruct the Agent to accelerate the Notes, the Agent shall promptly declare the Notes due and payable and take such actions as may, in the opinion of the Agent, be necessary or desirable to enforce the rights of the Noteholders under the Finance Documents, unless the relevant Event of Default is no longer continuing.
- 12.5 If the right to accelerate the Notes is based upon a decision of a court of law, an arbitral tribunal or a government authority, it is not necessary that the decision has become enforceable under law or that the period of appeal has expired in order for cause of acceleration to be deemed to exist.
- 12.6 In the event of an acceleration of the Notes in accordance with this Clause 12, the Issuer shall redeem all Notes at an amount per Note equal to 100 per cent. of the Nominal Amount.

13 DISTRIBUTION OF PROCEEDS

- 13.1 All payments by the Obligors relating to the Notes and the Finance Documents following an acceleration of the Notes in accordance with Clause 12 (*Acceleration of the Notes*) shall be distributed in the following order of priority, in accordance with the instructions of the Agent:
- (a) **first**, in or towards payment *pro rata* of (i) all unpaid fees, costs, expenses and indemnities payable by the Issuer to the Agent in accordance with the Agency Agreement (other than any indemnity given for liability against the Noteholders) and/or the Issuing Agent in accordance with the Issuing Agency Agreement, (ii) other costs, expenses and indemnities relating to the acceleration of the Notes, the enforcement of the Guarantee or the protection of the Noteholders' rights in each case as may have been incurred by the Agent, (iii) any costs incurred by the Agent for external experts that have not been reimbursed by the Issuer in accordance with Clause 19.2.7, and (iv) any costs and expenses incurred by the Agent in relation to a

Noteholders' Meeting or a Written Procedure that have not been reimbursed by the Issuer in accordance with Clause 15.12;

- (b) **secondly**, in or towards payment *pro rata* of accrued but unpaid Interest under the Notes (Interest due on an earlier Interest Payment Date to be paid before any Interest due on a later Interest Payment Date) and default interest payable pursuant to Clause 7.4;
- (c) **thirdly**, in or towards payment *pro rata* of any unpaid principal under the Notes; and
- (d) **fourthly**, in or towards payment *pro rata* of any other costs or outstanding amounts unpaid under the Finance Documents.

Any excess funds after the application of proceeds in accordance with paragraphs (a) to (d) above shall be paid to the Issuer or the Guarantors, as appropriate.

- 13.2 If a Noteholder or another party has with the consent of the Agent paid any fees, costs, expenses or indemnities referred to in paragraph (a) of Clause 13.1, such Noteholder or other party shall be entitled to reimbursement by way of a corresponding distribution in accordance with paragraph (a) of Clause 13.1.
- 13.3 Funds that the Agent receives (directly or indirectly) in connection with the acceleration of the Notes or the enforcement of the Guarantee constitute escrow funds and must be held on a separate interest-bearing account on behalf of the Noteholders and the other interested parties. The Agent shall arrange for payments of such funds in accordance with this Clause 13 as soon as reasonably practicable.
- 13.4 If the Issuer or the Agent shall make any payment under this Clause 13, the Issuer or the Agent, as applicable, shall notify the Noteholders of any such payment at least 15 Business Days before the payment is made. Such notice shall specify the Record Time, the payment date and the amount to be paid. Notwithstanding the foregoing, for any Interest due but unpaid the Record Time specified in Clause 6.1 shall apply.

14 RIGHT TO ACT ON BEHALF OF A NOTEHOLDER

- 14.1 If any Person other than a Noteholder wishes to exercise any rights specifically allocated to Noteholders under the Finance Documents, it must obtain a power of attorney from the Noteholder or a successive, coherent chain of powers of attorney starting with the Noteholder and authorising such Person or provide other evidence of ownership or authorisation satisfactory to the Agent.
- 14.2 A Noteholder may issue one or several powers of attorney to third parties to represent it in relation to some or all of the Notes held by it. Any such representative may act independently under the Finance Documents in relation to the Notes for which such representative is entitled to represent the Noteholder and may further delegate its right to represent the Noteholder by way of a further power of attorney.
- 14.3 The Agent shall only have to examine the face of a power of attorney or other evidence of authorisation that has been provided to it pursuant to Clause 14.1 and may assume that it has been duly authorised, is valid, has not been revoked or superseded and that it is in full force and effect, unless otherwise is apparent from its face or is otherwise notified to the Agent.

15 DECISIONS BY NOTEHOLDERS

- 15.1 A request by the Agent for a decision by the Noteholders on a matter relating to the Finance Documents shall (at the option of the Agent) be dealt with at a Noteholders' Meeting or by way of a Written Procedure.
- 15.2 Any request from the Issuer or a Noteholder (or Noteholders) representing at least ten per cent. of the Adjusted Nominal Amount (such request may only be validly made by a Person

who is a Noteholder on the Business Day immediately preceding the day on which the request is received by the Agent and shall, if made by several Noteholders, be made by them jointly) for a decision by the Noteholders on a matter relating to the Finance Documents shall be directed to the Agent and dealt with at a Noteholders' Meeting or by way of a Written Procedure, as determined by the Agent. The Person requesting the decision may suggest the form for decision making, but if it is in the Agent's opinion more appropriate that a matter is dealt with at a Noteholders' Meeting or by way of a Written Procedure, the Agent shall have the right to decide where such matter shall be dealt with.

15.3 The Agent may refrain from convening a Noteholders' Meeting or instigating a Written Procedure if (i) the suggested decision must be approved by any Person in addition to the Noteholders and such Person has informed the Agent that an approval will not be given, or (ii) the suggested decision is not in accordance with applicable laws.

15.4 Only a Person who is, or who, directly or indirectly, has been provided with a power of attorney pursuant to Clause 14 (*Right to act on behalf of a Noteholder*) from a Person who is registered as a Noteholder:

- (a) at the Record Time on the CSD Business Day specified in the communication pursuant to Clause 16.3, in respect of a Noteholders' Meeting, or
- (b) at the Record Time on the CSD Business Day specified in the communication pursuant to Clause 17.3, in respect of a Written Procedure,

may exercise voting rights as a Noteholder at such Noteholders' Meeting or in such Written Procedure in respect of Notes held by such Person at the relevant Record Time, provided that the relevant Notes are included in the Adjusted Nominal Amount.

15.5 The following matters shall require the consent of Noteholders representing at least 75 per cent. of the Adjusted Nominal Amount for which Noteholders are voting at a Noteholders' Meeting or for which Noteholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 17.3:

- (a) a change to the terms of any of Clause 2.1, and Clauses 2.5 and 2.6;
- (b) a reduction of the premium payable upon the redemption or repurchase of any Note pursuant to Clause 8 (*Redemption and repurchase of the Notes*);
- (c) a change to the Interest Rate or the Nominal Amount;
- (d) a change to the terms for the distribution of proceeds set out in Clause 13 (*Distribution of proceeds*);
- (e) a change to the terms dealing with the requirements for Noteholders' consent set out in this Clause 15;
- (f) a change of issuer, an extension of the tenor of the Notes or any delay of the due date for payment of any principal or interest on the Notes;
- (g) a release of a Guarantor of its obligations under the Guarantee other than as permitted under Clause 9.4 or under the Finance Documents;
- (h) a mandatory exchange of the Notes for other securities; and
- (i) early redemption of the Notes, other than upon an acceleration of the Notes pursuant to Clause 12 (*Acceleration of the Notes*) or as otherwise permitted or required by these Terms and Conditions.

15.6 Any matter not covered by Clause 15.5 shall require the consent of Noteholders representing more than 50 per cent. of the Adjusted Nominal Amount for which Noteholders are voting at a

Noteholders' Meeting or for which Noteholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 17.3. This includes, but is not limited to, any amendment to, or waiver of, the terms of any Finance Document that does not require a higher majority (other than an amendment permitted pursuant to paragraph (a) or (b) of Clause 18.1), an acceleration of the Notes or the enforcement of the Guarantee.

- 15.7 Quorum at a Noteholders' Meeting or in respect of a Written Procedure only exists if a Noteholder (or Noteholders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount in case of a matter pursuant to Clause 15.5, and otherwise twenty (20) per cent. of the Adjusted Nominal Amount:
- (a) if at a Noteholders' Meeting, attend the meeting in person or by telephone conference (or appear through duly authorised representatives); or
 - (b) if in respect of a Written Procedure, reply to the request.
- 15.8 If a quorum does not exist at a Noteholders' Meeting or in respect of a Written Procedure, the Agent or the Issuer shall convene a second Noteholders' Meeting (in accordance with Clause 16.1) or initiate a second Written Procedure (in accordance with Clause 17.1), as the case may be, 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 15.7 shall not apply to such second Noteholders' Meeting or Written Procedure.
- 15.9 Any decision which extends or increases the obligations of the Issuer or the Agent, or limits, reduces or extinguishes the rights or benefits of the Issuer or the Agent, under the Finance Documents shall be subject to the Issuer's or the Agent's consent, as applicable.
- 15.10 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 or in a Written Procedure within the time period stipulated for the consideration to be payable or the time period for replies in the Written Procedure, as the case may be.
- 15.11 A matter decided at a duly convened and held Noteholders' Meeting or by way of a Written Procedure is binding on all Noteholders, irrespective of them being present or represented at the Noteholders' Meeting or responding in the Written Procedure.
- 15.12 All costs and expenses incurred by the Issuer or the Agent for the purpose of convening a Noteholders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Agent, shall be paid by the Issuer.
- 15.13 If a decision is to be taken by the Noteholders on a matter relating to the Finance Documents, the Issuer shall promptly at the request of the Agent provide the Agent with a certificate specifying the number of Notes owned by Group Companies or (to the knowledge of the Issuer) its Affiliates, irrespective of whether such Person is directly registered as owner of such Notes. The Agent shall not be responsible for the accuracy of such certificate or otherwise be responsible for determining whether a Note is owned by a Group Company or an Affiliate of the Issuer.
- 15.14 Information about decisions taken at a Noteholders' Meeting or by way of a Written Procedure shall promptly be sent by notice to the Noteholders or published by the Issuer by way of stock exchange release and published on the websites of the Issuer and the Agent, provided that a failure to do so shall not invalidate any decision made or voting result achieved. The minutes from the relevant Noteholders' Meeting or Written Procedure shall at the request of a Noteholder be sent to it by the Issuer or the Agent, as applicable.

16 NOTEHOLDERS' MEETING

- 16.1 The Agent shall convene a Noteholders' Meeting by sending a notice thereof to the CSD and each Noteholder no later than five Business Days after receipt of a valid request from the Issuer or the Noteholder(s) (or such later date as may be necessary for technical or administrative reasons).
- 16.2 Should the Issuer want to replace the Agent, it may convene a Noteholders' Meeting in accordance with Clause 16.1 with a copy to the Agent. After a request from the Noteholders pursuant to Clause 19.4.4, the Issuer shall no later than five Business Days after receipt of such request (or such later date as may be necessary for technical or administrative reasons) convene a Noteholders' Meeting in accordance with Clause 16.1.
- 16.3 The notice pursuant to Clause 16.1 shall include (i) time for the meeting, (ii) place for the meeting, (iii) agenda for the meeting (including each request for a decision by the Noteholders), (iv) a specification of the CSD Business Day at the end of which a Person must be registered as a Noteholder in order to be entitled to exercise voting rights at the meeting and (v) a form of power of attorney. Only matters that have been included in the notice may be resolved upon at the Noteholders' Meeting. Should prior notification by the Noteholders be required in order to attend the Noteholders' Meeting, such requirement shall be included in the notice.
- 16.4 The Noteholders' Meeting shall be held no earlier than ten Business Days and no later than 30 Business Days from the date of the notice.
- 16.5 Without amending or varying these Terms and Conditions, the Agent may prescribe such further regulations regarding the convening and holding of a Noteholders' Meeting as the Agent may deem appropriate.

17 WRITTEN PROCEDURE

- 17.1 The Agent shall instigate a Written Procedure no later than five Business Days after receipt of a valid request from the Issuer or the Noteholder(s) (or such later date as may be necessary for technical or administrative reasons) by sending a communication to the CSD and each Person who is registered as a Noteholder at the Record Time prior to the date on which the communication is sent.
- 17.2 Should the Issuer want to replace the Agent, it may send a communication in accordance with Clause 17.1 to each Noteholder with a copy to the Agent.
- 17.3 A communication pursuant to Clause 17.1 shall include (i) each request for a decision by the Noteholders, (ii) a description of the reasons for each request, (iii) a specification of the CSD Business Day at the end of which a Person must be registered as a Noteholder in order to be entitled to exercise voting rights, (iv) instructions and directions on where to receive a form for replying to the request (such form to include an option to vote yes or no for each request) as well as a form of power of attorney, and (v) the stipulated time period within which the Noteholder must reply to the request (such time period to last at least fifteen (15) Business Days from the communication pursuant to Clause 17.1). If the voting is to be made electronically, instructions for such voting shall be included in the communication.
- 17.4 When a consent from the Noteholders representing the requisite majority of the total Adjusted Nominal Amount pursuant to Clauses 15.5 or 15.6 has been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause 15.5 or 15.6, as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

18 AMENDMENTS AND WAIVERS

- 18.1 The Issuer and the Agent (acting on behalf of the Noteholders) may agree to amend the Finance Documents or waive a past default or anticipated failure to comply with any provision in a Finance Document, provided that:

- (a) such amendment or waiver is not detrimental to the interest of the Noteholders in any material respect, or is made solely for the purpose of rectifying obvious errors and mistakes;
 - (b) such amendment or waiver is required by applicable law, a court ruling or a decision by a relevant authority; or
 - (c) such amendment or waiver has been duly approved by the Noteholders in accordance with Clause 15 (*Decisions by Noteholders*).
- 18.2 The consent of the Noteholders is not necessary to approve the particular form of any amendment to the Finance Documents. It is sufficient if such consent approves the substance of the amendment.
- 18.3 The Agent shall promptly notify the Noteholders of any amendments or waivers made in accordance with Clause 18.1, setting out the date from which the amendment or waiver will be effective, and ensure that any amendments to the Finance Documents are published in the manner stipulated in Clause 10.3 (*Publication of Finance Documents*). The Issuer shall ensure that any amendments to these Terms and Conditions are duly registered with the CSD and each other relevant organisation or authority.
- 18.4 An amendment to the Finance Documents shall take effect on the date determined by the Noteholders Meeting, in the Written Procedure or by the Agent, as the case may be.

19 APPOINTMENT AND REPLACEMENT OF THE AGENT

19.1 Appointment of Agent

- 19.1.1 By subscribing for Notes, each initial Noteholder, and, by acquiring Notes, each subsequent Noteholder:
- (a) agrees to and accepts the appointment of the Agent to act as its agent and representative in all matters relating to the Notes and the Finance Documents, and authorises the Agent to act on its behalf (without first having to obtain its consent, unless such consent is specifically required by these Terms and Conditions) in any legal or arbitration proceedings relating to the Notes held by such Noteholder including any legal or arbitration proceeding relating to the preservation, protection or enforcement of the Guarantee and to exercise such rights, powers, authorities and discretions as are specifically delegated to the Agent by these Terms and Conditions and the Guarantee together with all such rights, powers, authorities and discretions as are incidental thereto; and
 - (b) agrees to and accepts that, upon the Agent delivering an acceleration notice in accordance with Clause 12.1, the Agent shall be irrevocably entitled to take all such action in its own name but on behalf of and for the benefit of each Noteholder (at the expense of the Noteholders),
- and otherwise as provided by the applicable law.
- 19.1.2 Each Noteholder shall immediately upon request provide the Agent with any such documents (in form and substance satisfactory to the Agent) that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents. The Agent is under no obligation to represent a Noteholder which does not comply with such request if due to such failure the Agent is unable to represent such Noteholder.
- 19.1.3 The Issuer shall promptly upon request provide the Agent with any documents and other assistance (in form and substance satisfactory to the Agent), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents.

- 19.1.4 The Agent is entitled to fees for its work and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents and the Agency Agreement and the Agent's obligations as Agent under the Finance Documents are conditioned upon the due payment of such fees and indemnifications.
- 19.1.5 The Agent may act as agent or other representative for several issues of securities issued by or relating to the Issuer and other Group Companies notwithstanding potential conflicts of interest.

19.2 Duties of the Agent

- 19.2.1 The Agent shall represent the Noteholders in accordance with the Finance Documents, including, inter alia, enforcing the Guarantee on behalf of the Noteholders. Except as specified in Clause 4 (*Conditions for disbursement*), the Agent is not responsible for the execution or enforceability of the Finance Documents.
- 19.2.2 When acting in accordance with the Finance Documents, the Agent is always acting with binding effect on behalf of the Noteholders. The Agent shall carry out its duties under the Finance Documents in a reasonable, proficient and professional manner, with reasonable care and skill.
- 19.2.3 The Agent shall monitor the compliance by the Issuer with its obligations under the Finance Documents on the basis of information made available to it pursuant to the Finance Documents or received from a Noteholder. The Agent is not obligated to assess the Issuer's financial situation other than as expressly set out in these Terms and Conditions.
- 19.2.4 The Agent is entitled to take any step it in its sole discretion considers necessary or advisable to protect the rights of the Noteholders pursuant to these Terms and Conditions.
- 19.2.5 The Agent is entitled to delegate its duties to other professional parties, but the Agent shall remain liable for the actions of such parties under the Finance Documents.
- 19.2.6 The Agent shall treat all Noteholders equally and, when acting pursuant to the Finance Documents, act with regard only to the interests of the Noteholders and shall not be required to have regard to the interests or to act upon or comply with any direction or request of any other Person, other than as explicitly stated in the Finance Documents.
- 19.2.7 The Agent is entitled to engage external experts when carrying out its duties under the Finance Documents. The Issuer shall on demand by the Agent pay all costs reasonably incurred for external experts engaged after the occurrence of an Event of Default, or for the purpose of investigating or considering (i) an event or circumstance which the Agent reasonably believes is or may lead to an Event of Default or (ii) a matter relating to the Obligors which the Agent reasonably believes may be detrimental to the interests of the Noteholders under the Finance Documents. Any compensation for damages or other recoveries received by the Agent from external experts engaged by it for the purpose of carrying out its duties under the Finance Documents shall be distributed in accordance with Clause 13 (*Distribution of proceeds*).
- 19.2.8 Notwithstanding any other provision of the Finance Documents to the contrary, the Agent is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation.
- 19.2.9 If in the Agent's reasonable opinion the cost, loss or liability which it may incur (including reasonable fees to the Agent) in complying with instructions of the Noteholders, or taking any action at its own initiative, will not be covered by the Issuer, the Agent may refrain from acting in accordance with such instructions, or taking such action, until it has received such funding or indemnities (or adequate Security has been provided therefore) as it may reasonably require.

- 19.2.10 The Agent shall give a notice to the Noteholders (i) before it ceases to perform its obligations under the Finance Documents by reason of the non-payment by the Issuer of any fee or indemnity due to the Agent under the Finance Documents or the Agency Agreement or (ii) if it refrains from acting for any reason described in Clause 19.2.9.

19.3 Limited liability for the Agent

- 19.3.1 The Agent will not be liable to the Noteholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its negligence or wilful misconduct. The Agent shall never be responsible for indirect loss.
- 19.3.2 The Agent shall not be considered to have acted negligently if it has acted in accordance with advice from or opinions of reputable external experts engaged by the Agent or if the Agent has acted with reasonable care in a situation when the Agent considers that it is detrimental to the interests of the Noteholders to delay the action in order to first obtain instructions from the Noteholders.
- 19.3.3 The Agent shall not be liable for any delay (or any related consequences) in crediting an account with an amount required pursuant to the Finance Documents to be paid by the Agent to the Noteholders, provided that the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.
- 19.3.4 The Agent shall have no liability to the Noteholders for damage caused by the Agent acting in accordance with instructions of the Noteholders given in accordance with Clause 15 (*Decisions by Noteholders*) or a demand by Noteholders given pursuant to Clause 12.1.
- 19.3.5 Any liability towards the Issuer which is incurred by the Agent in acting under, or in relation to, the Finance Documents shall not be subject to set-off against the obligations of the Issuer to the Noteholders under the Finance Documents.

19.4 Replacement of the Agent

- 19.4.1 Subject to Clause 19.4.7, the Agent may resign by giving notice to the Issuer and the Noteholders, in which case the Noteholders shall in consultation with the Issuer appoint a successor Agent at a Noteholders' Meeting convened by the retiring Agent or by way of a Written Procedure initiated by the retiring Agent.
- 19.4.2 Subject to Clause 19.4.7, if the Agent is Insolvent or otherwise unable to continue to act as an Agent for the Noteholders according to the applicable law, the Agent shall be deemed to resign as Agent and the Issuer shall within ten Business Days appoint a successor Agent.
- 19.4.3 Any successor Agent appointed pursuant to this Clause 19.4 must be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.
- 19.4.4 A Noteholder (or Noteholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount may, by notice to the Issuer (such notice may only be validly given by a Person who is a Noteholder at the end of the Business Day on which the notice is received by the Issuer and shall, if given by several Noteholders, be given by them jointly), require that a Noteholders' Meeting is held for the purpose of dismissing the Agent and appointing a new Agent. The Issuer may, at a Noteholders' Meeting convened by it or by way of a Written Procedure initiated by it, propose to the Noteholders that the Agent be dismissed and a new Agent appointed.
- 19.4.5 If the Noteholders have not appointed a successor Agent within 90 days after (i) the earlier of the notice of resignation was given or the resignation otherwise took place or (ii) the Agent was dismissed through a decision by the Noteholders, the Issuer shall appoint a successor Agent.

- 19.4.6 The retiring Agent shall, at its own cost, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.
- 19.4.7 The Agent's resignation or dismissal shall only take effect upon the appointment of a successor Agent and acceptance by such successor Agent of such appointment and the execution of all necessary documentation to effectively substitute the retiring Agent.
- 19.4.8 Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents but shall, in respect of any action which it took or failed to take whilst acting as Agent, (a) remain entitled to the benefit of the Finance Documents and (b) remain liable under the Finance Documents. Its successor, the Issuer and each of the Noteholders shall have the same rights and obligations amongst themselves under the Finance Documents as they would have had if such successor had been the original Agent.
- 19.4.9 In the event that there is a change of the Agent in accordance with this Clause 19.4, the Issuer shall execute such documents and take such actions as the new Agent may reasonably require for the purpose of vesting in such new Agent the rights, powers and obligation of the Agent and releasing the retiring Agent from its further obligations under the Finance Documents and the Agency Agreement. Unless the Issuer and the new Agent agree otherwise, the new Agent shall be entitled to the same fees and the same indemnities as the retiring Agent.

20 NO DIRECT ACTIONS BY NOTEHOLDERS

- 20.1 A Noteholder may not take any steps whatsoever against the Issuer or with respect to the Guarantee to enforce or recover any amount due or owing to it pursuant to the Finance Documents, or to initiate, support or procure the winding-up, dissolution, liquidation, company reorganisation (Fin: *yrityssaneeraus*) or bankruptcy (Fin: *konkurssi*) (or its equivalent in any other jurisdiction) of an Obligor in relation to any of the obligations of the Obligors under the Finance Documents.
- 20.2 Clause 20.1 shall not apply if:
- (a) the Agent has been instructed by the Noteholders in accordance with the Finance Documents to take any of the actions referred to in Clause 20.1 but fails for any reason to take, or is unable to take (for any reason other than a failure by a Noteholder to provide documents in accordance with Clause 19.1.2), such actions within a reasonable period of time and such failure or inability is continuing. However, if the failure to take such actions is caused by the non-payment by the Issuer of any fee or indemnity due to the Agent under the Finance Documents or the Agency Agreement or by any reason described in Clause 19.2.9, such failure must continue for at least forty (40) Business Days after notice pursuant to Clause 19.2.10 before a Noteholder may take any action referred to in Clause 20.1; and
 - (b) the Noteholders have resolved pursuant to these Terms and Conditions that, upon the occurrence of a failure by the Agent referred to in (a) above, a Noteholder shall have the right to take any action referred to in Clause 20.1.
- 20.3 The provisions of Clause 20.1 shall not in any way limit an individual Noteholder's right to claim and enforce payments which are due to it under Clause 8.3 (*Mandatory repurchase due to a Change of Control Event (put option)*) or other payments which are due by the Issuer to some but not all Noteholders.

21 PRESCRIPTION

- 21.1 The right to receive payment of the principal of or interest on the Notes shall be prescribed and become void three years from the date on which such payment became due.

- 21.2 If a limitation period is duly interrupted in accordance with the Finnish Act on Limitations (Fin: *Laki velan vanhentumisesta* 728/2003, as amended), a new limitation period of at least three years will commence.

22 NOTICES AND PRESS RELEASES

22.1 Notices

- 22.1.1 Any notice or other communication to be made under or in connection with the Finance Documents:
- (a) if to the Agent, shall be given at the address registered with the Finnish Trade Register, in each case on the Business Day prior to dispatch;
 - (b) if to the Issuing Agent, shall be given at the following address:

Nordea Bank AB (publ), Finnish Branch
Satamaradankatu 5,
FI-00500 Helsinki, Finland
 - (c) if to the Issuer or the Guarantors, shall be given at the address of the Issuer at the address registered with the Finnish Trade Register, in each case on the Business Day prior to dispatch; and
 - (d) if to the Noteholders, shall be given at their addresses as registered with the CSD, at the Record Time prior to dispatch, and by either courier delivery or letter for all Noteholders. A Notice to the Noteholders shall also be published on the websites of the Issuer and the Agent.
- 22.1.2 Any notice or other communication made by one Person to another under or in connection with the Finance Documents shall be in English and sent by way of courier, fax, e-mail, personal delivery or letter and will become effective, in the case of courier or personal delivery, when it has been left at the address specified in Clause 22.1.1 or, in the case of letter, three Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 22.1.1 or, in the case of fax or e-mail, when actually received in a readable form.
- 22.1.3 Failure to send a notice or other communication to a Noteholder or any defect in it shall not affect its sufficiency with respect to other Noteholders.

22.2 Press releases

- 22.2.1 Any notice that the Issuer or the Agent shall send to the Noteholders pursuant to Clauses 10.1.2, 12.3, 15.14, 16.1, 17.1 and 18.3 shall also be published by way of press release or stock exchange release by the Issuer or by way of press release by the Agent, as applicable. Any such notice shall be deemed to have been received by the Noteholders when published in any manner specified in this Clause 22.2.1.
- 22.2.2 In addition to Clause 22.2.1, if any information relating to the Notes or the Group contained in a notice the Agent may send to the Noteholders under these Terms and Conditions has not already been made public in accordance with these Terms and Conditions, the Agent shall before it sends such information to the Noteholders give the Issuer the opportunity to make public such information in accordance with these Terms and Conditions. If the Issuer does not promptly make public such information and the Agent considers it necessary to make such information public in accordance with Clause 22.2.1 before it can lawfully send a notice containing such information to the Noteholders, the Agent shall be entitled to do so.

23 FORCE MAJEURE AND LIMITATION OF LIABILITY

- 23.1 Neither the Issuer, the Agent nor the Issuing Agent shall be held responsible for any damage arising out of any legal enactment, or any measure taken by a public authority, or war, strike, lockout, boycott, blockade or any other similar circumstance (a "**Force Majeure Event**"). The reservation in respect of strikes, lockouts, boycotts and blockades applies even if the Agent or the Issuing Agent itself takes such measures, or is subject to such measures.
- 23.2 The Issuing Agent shall have no liability to the Noteholders if it has observed reasonable care. The Issuing Agent shall never be responsible for indirect damage with exception of gross negligence and wilful misconduct.
- 23.3 Should a Force Majeure Event arise which prevents the Issuer, the Agent or the Issuing Agent from taking any action required to comply with these Terms and Conditions, such action may be postponed until the obstacle has been removed.
- 23.4 The provisions in this Clause 23 apply unless they are inconsistent with the provisions of the Book-Entry System Act which provisions shall take precedence.

24 GOVERNING LAW AND JURISDICTION

- 24.1 These Terms and Conditions, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of Finland.
- 24.2 The Issuer submits to the non-exclusive jurisdiction of the Finnish courts with the District Court of Helsinki (Fin: *Helsingin käräjäoikeus*) as the court of first instance.

We hereby confirm that the above terms and conditions are binding upon ourselves.

Place:

Date:

SUOMINEN CORPORATION
as Issuer

Name:

We hereby undertake to act in accordance with the above terms and conditions to the extent they refer to us.

Place:

Date:

Intertrust (Finland) Oy
as Agent

Name:

APPENDIX 1: GUARANTORS

Name of Guarantor	Business identity code (or equivalent, if any)
Suominen Nonwovens Ltd.	0135649-8
Cressa Nonwovens s.r.l.	03354120135
Mozzate Nonwovens s.r.l.	03354100137
Alicante Nonwovens S.A.U.	A03080280
Bethune Nonwovens, Inc.	45-3290583
Green Bay Nonwovens, Inc.	80-0755308
Windsor Locks Nonwovens, Inc.	45-3290956

APPENDIX 2: FORM OF COMPLIANCE CERTIFICATE

To: Intertrust (Finland) Oy as Agent

From: Suominen Corporation as Issuer

Dated:

Dear Sirs

**Suominen Corporation – EUR 85,000,000
senior unsecured fixed rate notes due 2022 (the "Notes")**

1. We refer to the terms and conditions of the Notes (the "**Terms and Conditions**"). This is a Compliance Certificate. Terms defined in the Terms and Conditions have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.
2. On [] [we intend]/[] intends] to [incur Financial Indebtedness in the amount of [] and in the form of []/dispose of [*relevant substantial assets*].
3. We confirm that the ratio of Total Net Debt on [last day of latest Measurement Period] to Adjusted EBITDA in respect of the latest Measurement Period is []:1
4. [We confirm that no Event of Default is continuing.]*
5. This Compliance Certificate is governed by Finnish law.

SUOMINEN CORPORATION
as Issuer

Name:

*If this statement cannot be made, the certificate should identify any Event of Default that is continuing and the steps, if any, taken to remedy it.

ANNEX B – ADDITIONAL INFORMATION ON THE ISSUE OF THE NOTES

Type of issue	The Notes were offered for subscription mainly to institutional investors. The principal amount of the Notes (EUR 85,000,000) was issued on 3 October 2017.
Interest of the Lead Managers of the issue of the Notes	The proceeds from the issue of the Notes are intended to be used for refinancing existing financial indebtedness, in respect of which the Nordea Bank AB (publ), Finnish branch, among others, is a creditor. In addition, business interests customary in the financial markets.
Listing	Application will be made to have the Notes listed on the Helsinki Stock Exchange.
Estimated time of listing	On or about 10 October 2017.
Yield to maturity	As at the Issue Date, the yield to maturity of the Notes at the issue price of 100.000 percent was 2.500 percent per annum.
Expenses	The Issuer's estimated expenses relating to the issue of the Notes are EUR 0.8 million.
Reasons for the issue and use of proceeds	The Notes were issued and the proceeds from the issue are intended to be used for refinancing existing financial indebtedness and general corporate purposes.
Address of Euroclear Finland	Urho Kekkosen katu 5 C, FI-00100 Helsinki, Finland.
ISIN Code	FI4000282660
Tender offer	On 6 September 2017, the Issuer announced an invitation to holders of the Notes 2019, to be formally launched by Nordea Bank AB (publ), to tender their Notes 2019 for purchase for cash (the "Tender Offer"). The Tender Offer was made on the terms and subject to the conditions contained in the Tender Offer Memorandum. On 3 October 2017, the Issuer completed a purchase of a total nominal value of EUR 59,270,000 of the Notes 2019 validly tendered in the Tender Offer. As at the date of this Listing Prospectus, the total outstanding nominal amount of the Notes 2019 is EUR 15,730,000.

THE COMPANY

Suominen Oyj
Itämerentori 2
FI-00180 Helsinki
Finland

LEAD MANAGERS

Nordea Bank AB (publ)
Satamaradankatu 5
FI-00500 Helsinki
Finland

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