

CONDITIONS OF SALES AND DELIVERY – BRENNTAG NORDIC AB

1. Applicability

These sale and delivery conditions shall apply to all offers, sales and deliveries from Brenntag Nordic AB (Seller) to buyers (Buyer) unless otherwise specifically agreed in writing. In the case of agency orders, the Principal's sale and delivery conditions shall apply.

2. Offer and acceptance

Binding sales agreements are reached when the Seller has sent the order confirmation or, if such confirmation has not been sent, when the Seller commences the execution of the order.

3. Payment and ownership

The Seller shall have received payment at the latest by the due date as indicated on the invoice. The Buyer shall not be entitled to set off outstanding claims on the Seller against the purchase price without the written approval of the Seller, nor shall the Buyer be entitled to withhold any part of the payment. If payment is not made by the due date, interest will be charged in accordance with the Swedish Interest Act. In the case of late payment, the Seller has the right to forward the claim for debt collection, which could incur further costs for the Buyer.

4. Prices

The Seller's prices are exclusive of VAT, taxes and other duties. The Seller is entitled to charge a minimum subscription fee unless otherwise agreed and a separate fee for the provision of documentation beyond what is required by law.

5. Packaging

Shipment is normally made in standard, non-returnable packaging. Returnable packaging such as pallet tanks, pressurised containers or cylinders remains the property of the Seller and responsibility for the return of said equipment lies with the Buyer. If the returnable packaging is not returned prior to the expiration of the agreed rent-free period, rent shall be paid at the rates current at the time. Special packaging will be at the expense of the Buyer, unless explicitly indicated as included in the price.

6. Delivery

Delivery clauses shall be interpreted in accordance with current Incoterms provisions. In the case of orders which, according to the Seller, are of limited value, the Seller has the right to charge an expense fee at the rates current at the time. Goods shall be unloaded at a loading platform or tank in accordance with the Buyer's instructions. The Buyer is responsible for ensuring that all conditions at the designated place of discharge are satisfactory and in compliance with law and authority requirements. Delivery by tanker requires that the Buyer meets the requirements and conditions under a separate agreement.

In case of deliveries that do not pass through the Seller's warehouse, the Seller does not carry out any receipt examinations. This means that the Seller does not guarantee that the goods included in such deliveries are of the correct type, of the correct volume or marked correctly. Neither does the Seller provide any warranties in respect of goods delivered as samples.

7. Delivery time and delay

Delivery times are not binding but only stated according to the Seller's best estimate. If required, the Seller has the right to postpone the stated delivery dates. The Seller shall without delay notify the Buyer of such postponement.

If the Seller does not deliver the goods within the stated delivery date (including postponement as set out above), the Buyer has the right to set a reasonable final deadline for delivery by giving written notice to the Seller, indicating that the Buyer intends to terminate the order if the delivery has not taken place within this deadline. If delivery does not take place within the final deadline, the Buyer is entitled to terminate the relevant order. If the Buyer terminates the order as above, the Buyer is within reasonable time entitled to demand compensation from the Seller for additional costs incurred by the Buyer and which the Buyer could not have avoided by acquiring corresponding goods from another seller. The Buyer is not entitled to any other compensation.

If a delay occurs due to force majeure (section 14), the delivery time is extended by the duration of such circumstances. However, either party has the right to terminate the agreement without compensation from the other party if the circumstances last longer than one month. In the case of successive deliveries, each individual part-delivery shall be considered as an independent delivery/order.

8. Specifically purchased goods

If the cooperation with the Buyer is terminated, the Buyer is obliged to buy all the specifically purchased raw materials/packaging/finished goods – in accordance with the applicable sales agreement.

9. Goods produced according to the Buyer's specifications and bulk deliveries

When goods have been produced in accordance with the Buyer's specifications or delivered in bulk (tankers, etc.), the Seller reserves the right to deliver the contracted amount +/- 10% without remedies. If the Buyer cannot accept delivery of the ordered quantity, the Seller reserves the right to invoice the Buyer for additional costs incurred by the Seller in connection therewith.

10. Defects, deficiencies and complaints

The Seller warrants that the delivered goods comply with the good's product specification, technical data sheet or analytical certificate. Liability based on any other grounds are explicitly excluded. If the delivered goods differ from what is stated in the first sentence above and the Buyer objects to this according to the below, the Seller is obliged to remedy the defect by redelivering to the Buyer or by giving the Buyer a reasonable price reduction.

Upon receipt, the Buyer is obliged to immediately undertake such an examination of delivered goods as demanded by customary business practices and the nature of the goods, and without undue delay notify the Seller in writing of any detected defects and deficiencies. If the Buyer has detected, or should have detected, defects or deficiencies and does not notify the Seller thereof within 5 days from receipt of the goods, the Buyer cannot later bring forward a claim based on such defects or deficiencies. If any defects or deficiencies arise in connection with the transport and are noted at the time of receipt, the Buyer is obliged to notify the carrier in question and to ensure that the carrier notes and confirms such defects and deficiencies in the shipping note. The Seller is liable for defects and deficiencies in the goods for a period of one year from delivery or – if earlier – until the expiration date of the goods.

11. Product liability

The Seller is responsible for personal injury caused by delivered goods provided that the Buyer can demonstrate that the damage is caused by a security defect in the goods. The Seller is not liable for property damage occurring while the delivered goods are in the possession of the Buyer. Furthermore, the Seller is not liable for damage on products produced by the Buyer or on products in which the Buyer's products are incorporated, unless the Seller has delivered in violation of a specification accepted by the Buyer. Unless follows by mandatory law, the Seller is not liable for reimbursement costs or costs of disposal, loss of production, loss of profits or other indirect damage. The Seller's product liability does not include the delivery of goods samples for testing or trials. To the extent that the Seller is liable for product liability vis-à-vis third parties, the Buyer is obliged to reimburse the Seller to the extent that the Seller's liability is limited in accordance with this section.

12. Limitation of Liability

The Seller's possible liability to indemnify the Buyer due to defects, delays, product liability or other damages and losses is limited to the invoiced amount for the goods which gave rise to the relevant damage, loss, etc. The Seller has no liability for defects, deficiencies or delays beyond what is stated in these sale and delivery conditions. This applies to any loss that the defect, deficiency or delay may cause. Under no circumstances will the Seller be liable for any kind of indirect or consequential loss.

The Seller is not liable for defects or damage to the extent that they are caused by incorrect, improper or unlawful storage, handling or use of delivered goods or by the Buyer's use of the goods, in testing or other contexts.

13. Returns

Sold goods may only be returned if the parties agree hereof and if the goods are shipped to the Seller in unbroken original packaging and at the Buyer's risk and expense. To the extent that the Seller incurs shipping or handling costs, etc., the Seller has the right to be reimbursed for these costs and deduct these against the Buyer's possible claims against the Seller.

14. Force majeure

The Seller is freed from its obligations pursuant to the agreement with the Buyer to the extent that their performance is prevented or rendered unreasonably difficult or costly due to unforeseen circumstances arising after the conclusion of the agreement, such as natural disasters, mobilization, war, blockade, insurgency, labor conflicts, transport shortages, energy crisis, machine damage, fire, epidemics, state attack

and refusal of export and import appropriations and shortage or delay from subcontractors caused by the grounds for liberation mentioned in this paragraph. It is the responsibility of the Seller to notify the Buyer in writing, without undue delay, if such circumstances should occur.

15. Insolvency

If there is reasonable cause to assume that the Buyer will not fulfill its payment obligation, the Seller is entitled to require advance payment or acceptable security. If an acceptable security is not provided without delay, the Seller has the right to cancel the agreement in writing as regards to non-delivered goods.

16. Assignment

The Seller shall be entitled to assign all rights and obligations under agreements with the Buyer to a third party.

17. Jurisdiction and governing law

Swedish law shall apply. Disputes relating to these delivery rules shall be settled in Malmö, according to the current Swedish Arbitration Act. However, if the dispute amount is less than four price base amounts, a party may bring an action before the General Court in Sweden, with the Malmö District Court as the first instance.