1. SCOPE
1.1 These General Terms and Conditions of Sale ("Terms") shall apply exclusively to all sales of products and services ("Goods") to a customer ("Buyer") by a BASF Nordic/Baltic legal entity ("BASF"). BASF may adjust its terms and conditions, which may appear or be referred to on any purchase orders or other documents or communications, purporting to complement, supersede or replace the Terms, unless otherwise explicitly agreed by BASF in writing. BASF may use abbreviations in the terms, conditions and the actual contract documents. The Customer hereby acknowledges and agrees that all information, data and other content appearing in or communicated by BASF is created and processed under the sole discretion of BASF, unless explicitly agreed by BASF in writing.

2. DELIVERY
2.1 BASF shall deliver the Goods FCA (Incoterms 2010) at BASF's applicable production facility or warehouse, unless otherwise explicitly agreed in writing.

2.2 The Buyer accepts that for technical reasons the quantity (weight, volume, number etc.) of Goods delivered under any accepted offer may deviate by +/-5% compared to the ordered quantity. BASF shall deliver the actual quantity according to the terms of the purchase order.

2.3 BASF will notify to BASF's receipt of the Buyer's written offer (e.g. purchase order) and BASF's acceptance of such offer, BASF will issue a written acceptance (e.g. order confirmation) confirming the quality and quantity of the Goods, applicable Incoterm, place of delivery and an estimated delivery date, if applicable, an estimate for delivery cost if applicable.

2.4 If BASF later believes that it will not be able to deliver the Goods at the estimated time of delivery, or, if applicable, within the estimated period of delivery, then it shall inform the Buyer within a reasonable time before the estimated time of delivery. If BASF believes that it is not able to deliver the Goods at the estimated time or date of delivery as indicated by BASF is not acceptable to the Buyer or if BASF, for reasons not covered by Section 9 below, fails or is unable to provide an updated estimate or to deliver the Goods in accordance with an updated estimate already provided, then BASF shall inform the Buyer without delay and either party shall be entitled, as the exclusive remedy, to terminate that delivery. Consecutive deliveries shall be regarded as individual sales.

2.5 If BASF is not able for any loss, damage, liability or expense suffered by the Buyer because of deviations in quantity by +/-10% of the Goods delivered or any delay in delivery of Goods by or on behalf of BASF.

2.6 In the event of any events or circumstances attributable to the Buyer, then BASF shall be entitled to invoice the payment and the warranty period shall commence as if delivery had taken place on the initially agreed delivery date. In addition, the Buyer shall compensate BASF for costs incurred by BASF because of such delay.

3. INSPECTION
3.1 The Buyer shall perform, directly or through its carrier, an immediate outward inspection of the Goods and report any outward damage or defect discovered during such inspection (written reservation to freight document) to BASF prior to accepting delivery and transfer or risk of any damage or defective Goods, failing which, the Buyer shall be deemed to have accepted such outward damage or defect.

3.2 The Buyer shall perform all relevant tests and inspections of the Goods and report any non-conformity with the applicable specifications or other defect in the Goods discovered to BASF within a reasonable time, unless otherwise agreed by BASF and without increase of risk for BASF, in which case, the Buyer shall be deemed to have accepted such non-conformity or other defect.

3.3 If the Buyer has reported any damage, defect or non-conformance to BASF in accordance with Section 3.2 above, BASF accepts responsibility for such damage, defect or non-conformity, then BASF shall, at its sole discretion and as the Buyer’s sole remedy, either replace the damaged, defective or non-conforming Goods or credit the applicable portion of the price paid by the Buyer. BASF shall be liable for costs of removal, installation, repair or re-installation of any defective Goods or parts thereof.

3.4 No Goods shall be returned to BASF without prior written consent of BASF. The Buyer shall return non-conforming Goods to BASF in strict accordance with BASF's written instructions. The costs of any return shall be borne by the Buyer, unless the return is due to any damage, defect or non-conformance of the Goods accepted by BASF.

4. RISK AND TITLE
4.1 All risks in the Goods shall transfer from BASF to the Buyer upon delivery in accordance with the applicable Incoterm.

4.2 The Buyer acquires title to the Goods until all outstanding claims for payment, accrued penalty interests or collection costs relating to such Goods have been fully settled by the Buyer. BASF may assert its retention rights by written notice to the Buyer, which shall become effective on the date of delivery. BASF's retention right comprises all unpaid Goods in the possession of the Buyer and its affiliates.

5. PRICES AND PAYMENT
5.1 BASF invoices upon dispatch of the Goods in accordance with the applicable Incoterm. The Buyer shall make payment for the full invoice amount. BASF reserves the right to invoice in installments of such invoice amount unless otherwise explicitly agreed in writing. If the Buyer fails to make correct and timely payment, then, without the need for any formal notice to this effect and without prejudice to any other remedy available to BASF, BASF may suspend or terminated (i) penalty interest on any outstanding amount from the due date of the invoice and until full payment is made; and (ii) cancel, suspend, refuse or delay delivery of any order of the Buyer. The penalty interest rate shall be determined in accordance with applicable law as set forth in Section 13.1 below.

5.2 All payments shall be made by bank transfer to the bank account specified on the invoice, unless otherwise agreed in writing. All prices are exclusive of any transportation, crating or similar expenses, unless otherwise agreed upon and duties and levies at offer of the Buyer with immediate effect.

5.3 If BASF believes that the Buyer will not be able to fulfill its payment obligations in full or on time, then the Buyer shall be obliged to provide sufficient security acceptable to BASF upon request. If the Buyer fails to provide such security, then BASF may cancel, suspend, refuse or delay delivery of any order of the Buyer.

5.4 The prices for the Goods shall be the ones set forth in the applicable price list in force on the date of delivery, unless otherwise explicitly agreed by BASF in writing. Notwithstanding the above, BASF may revise the prices at any time prior to its acceptance of the Buyer's purchase order. Notwithstanding the above, BASF may increase the price of the Goods if any adverse changes in market conditions occur during the term of the Goods. BASF reserves the right to adjust price without prior written notification.

5.5 BASF shall not set-off or withhold any payments due to BASF.

6. REPRESENTATIONS AND WARRANTIES
6.1 BASF represents and warrants that the Goods will conform to the applicable specifications at the time of delivery.

6.2 Unless specifically agreed otherwise, the Buyer is solely responsible for compliance with all applicable regulations regarding import, transport, storage and use of the Goods.

7. INDEMNIFICATION
7.1 The Buyer shall indemnify BASF and hold BASF harmless from and against any loss, damage, liability or expense in connection with any actions, suits, claims, demands or other similar duties, or any action, suit, claim or proceeding by or on behalf of the Buyer, any of its employees, officers or directors, or other third parties (including, without limitation, governmental authorities) based on or relating to a breach by any of its obligations under these Terms, its use of the Goods, and, without limitation, any claim for personal injury or property damage caused by the Goods.

8. LIMITATION OF LIABILITY
8.1 Any advice or recommendation provided by or on behalf of BASF relating to the Goods, is given, to the best of BASF’s knowledge. However, BASF makes no warranty or guarantee, express or implied, as to the accuracy or completeness of advice provided or recommendations constituted by BASF or its representatives concerning any use or application of any Goods or of the results to be obtained. BASF shall not be liable to the Buyer for any loss or damage, incurred, incidentally or consequentially, because of the Buyer relying on any such advice or recommendation given by or on behalf of BASF.

8.2 The remedies, warranties and guarantees stated in these Terms shall apply on an exclusive basis and makes no representation or warranty provided by or on behalf of BASF.

9. PAYMENT
9.1 The Buyer shall not be liable to the Buyer for any delay or failure in the performance of its obligations if and to the extent that such failure or delay is due to circumstances beyond its control, provided that the Buyer promptly shall notify the Buyer of such circumstances, giving an indication of the likely extent and duration thereof, and shall use all commercially reasonable efforts to resume performance of its obligations as soon as practicable.

10. WAIVER
10.1 Failure to enforce any term or condition contained in these Terms in any instance shall not constitute a waiver of or preclude subsequent enforcement of any of these provisions.

11. SEVERABILITY
11.1 If any provisions of the Terms or be or become void, unlawful or otherwise unenforceable, other provisions shall not be invalidated by such invalid provisions and the provisions of the Terms and/or such invalid or unenforceable provision shall be replaced by a lawful provision that approximates as close to the unenforceable provision in commercial effect that it may be deemed to have been intended.

12. ARBITRATION
12.1 If the Buyer discloses personal data relating to its employees ("Personal Data") to BASF in accordance with any agreement on sale of Goods, the Buyer hereby agrees to ensure that: (i) no Personal Data will be processed by BASF for any other purpose than the performance of the agreement on sale of Goods to the Buyer; however, BASF may, to the extent permitted under applicable law, transmit Personal Data to its affiliates for the purpose of performing the agreement on sale of Goods to the Buyer; and (ii) no Personal Data will be made available to any BASF Group employee unless (and only to the extent) needed for the purpose of performing the agreement on sale of Goods to the Buyer.

12.2 BASF has implemented technical and organizational measures to ensure that the level of protection offered for Personal Data is compliant with applicable law.

13. GOVERNING LAW AND LEGAL VENUE
13.1 Any transactions occurring under the Terms shall be governed, interpreted and construed in accordance with the laws of the country of the applicable BASF Nordic/Baltic legal entity, without giving effect to its choice of law principles and excluding the United Nations Conventions for the International Sale of Goods.

13.2 All disputes arising out of or about the Terms, which cannot be amicably solved by the Parties, shall be settled by ordinary legal proceedings. Legal venue shall be the court having jurisdiction at the registered office address of the applicable BASF Nordic/Baltic legal entity.