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") to the exclusion of any terms and conditions, which may appear or be referred to in 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 subcontract any or all of its obligations to third parties.

1.2 A quotation issued by BASF ("Quotation") shall under no circumstances be considered binding. Quotations are valid for thirty (30) days, unless otherwise specified in writing. A Quotation shall be regarded as withdrawn if BASF has not received a Buyer’s request to receive the Quotation within a manner that it is equitable to both parties and considers such changed market conditions.

1.3 Quotations are valid for thirty (30) days, unless otherwise specified in writing. A Quotation supersedes all previous communications or correspondence concerning the same transaction or inquiry. Quotations may contain proprietary information of BASF and are provided to the Buyer solely for the Buyer’s internal purposes. No Quotations shall be disclosed to any third party or used for any purpose other than any request for quotation for goods like the Goods or as a substitute for Goods quoted by BASF.

1.5 The Buyer acknowledges that it is an experienced purchaser and user of Goods and/or goods like the Goods and that it possesses expert knowledge concerning the risks associated with the Goods and their safe use and handling.

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 up to 5% (5%) compared to the ordered quantity. BASF will deliver actual quantity in a manner that is equitable to both parties and considers such changed market conditions.

2.5 Goods delivered to BASF’s request of the Buyer’s written offer (e.g. purchase order) and BASF’s acceptance of such offer, BASF will issues a written acceptance (e.g. order confirmation) confirming the quality and quantity of the Goods, applicable Incoterm, place of delivery and an estimated time of delivery ("ETD"), an estimate of the total cost ("TTC") of delivery.

2.6 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 the estimated time of delivery. If the Goods are not delivered at the estimated time of delivery or at time of delivery if 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 time of delivery or to deliver the Goods in accordance with an updated time of delivery 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.

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 damaged 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-conformance with the applicable specifications or other defect in the Goods discovered to BASF within 14 days of delivery. BASF accepts responsibility for such damages or defects, non-conformance, damage or defect, if 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 of such damaged, defective or non-conforming Goods, the Buyer shall be liable for costs of removal, installation or re-installation of any defective Goods or parts thereof.

3.3 No Goods shall be returned to BASF without the 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 Any losses 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 such written notice. 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 will pay the invoice price of the Goods plus any applicable duty, tax, charge or other sum due, or, at BASF’s sole discretion, instead of or in addition to such price, interest in respect of any outstanding amount from the due date of the invoice and until final payment is made; and (b) cancels, suspend, refuse or delay delivery of any order of the Buyer. The penalty interest rate shall be determined in accordance with Section 6.1 below.

5.2 All payments shall be made by bank transfer to the Seller’s bank account specified on the invoice, unless otherwise agreed in writing. All prices are exclusive of any transportation, crating or packaging costs. In addition, the Buyer shall be liable to BASF for all duties and taxes required to be paid or collected under any existing or future laws with respect to the sale, transportation, delivery or use of the Goods.

5.3 If BASF believes that the Buyer will not be able to fulfil 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 specified in a valid Quotation. Notwithstanding the above, BASF may revise the prices at any time prior to its acceptance of the Buyer’s purchase order. BASF will advise the Buyer of any price adjustment after the date of the Buyer’s purchase order.

5.5 The Buyer 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 the applicable laws, 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 proceedings, of any nature, relating to the sale, transportation, delivery or use of the Goods and/or the performance of the agreement on sale of Goods to the Buyer. BASF may, in its sole discretion, settle such claims, actions, suits, claims and demands and indemnify the Buyer to the extent that BASF may be entitled 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 subcontract any or all of its obligations to third parties.

7.2 BASF shall be liable for costs of removal, installation or re-installation of any defective Goods or parts thereof.

8. 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, express or implied, as to the accuracy or completeness of advice provided or recommendations constituting BASF’s or its representatives concerning any use or application of any Goods or of the results to be obtained. BASF shall not be liable towards the Buyer for any damage or loss incurred, incidentally or consequential, because of the Buyer relying on any such advice or recommendations provided by or on behalf of BASF. The Buyer shall be responsible for the results to be obtained by any quality control, testing and determination of suitability of Goods for its intended application or use.

8.2 The remedies, warranties and guarantees stated in these Terms shall apply on an exclusive basis and make no representation or warranty as to the quality, condition or characteristics of the Goods, the suitability of the Goods for any purpose, or the merchantability or fitness for any purpose, and are hereby disclaimed.

9. TERMINATION

9.1 BASF 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 delay is due to circumstances beyond its control, unless such delay or failure is caused by any lack of diligence. In such event, BASF shall notify the Buyer promptly should such circumstances arise, 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. BASF shall not under any circumstances be liable for purchase replacement products from any third party to perform its obligations towards the Buyer.

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 are become void, unlawful or otherwise unenforceable, any invalidity or unenforceability of such provisions or of the Terms and i) such invalid or unenforceable provision shall be replaced by a lawful provision that approximates so close to the unenforceable provision in commercial effect that it may be assumed that BASF would have accepted it on the date of BASF’s acceptance of the Buyer’s offer.

12. DATA PROTECTION

12.1 If the Buyer discloses personal data relating to its employees ("Personal Data") to BASF in connection with the purchase of Goods, the Buyer hereby undertakes 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. BASF may also, 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.

12.3 BASF will not acquire any ownership or other rights to any Personal Data and will rectify, erase and/or restrict the processing of Personal Data in accordance with applicable law.

12.4 BASF will not retain any Personal Data beyond the course of performing any agreement on sale of Goods to the Buyer.

12.5 BASF will immediately inform the Buyer in the event of any Personal Data breach.

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 on 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.

BASF Nordic/Baltic legal entity means any of BASF AS (Norway), BASF AB (Sweden), BASF Company Asdics AS (Sweden), Chemical AB (Sweden), BASF A/S (Denmark), BASF Oy (Finland), BASF Battery Materials Finland Oy (Finland), BASF SIA (Latvia), BASF UAB ( Lithuania) and all other current and future legal entities in Norway, Sweden, Denmark, Finland, Estonia, Latvia, Lithuania, Poland, Russia, Switzerland, Turkey, Ukraine and the United States, the State of New York, each holding (at least 50%) of the outstanding voting securities, voting rights or equity interest, with the sole exception of Wintershall Norge AS and any Norwegian subsidiaries of Wintershall Norge AS.

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