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") and shall not apply to services ("Service"), regardless of whether any such terms or 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 at any time make changes to these Terms or to any of its specifications or conditions. Such changes shall be effective upon receipt by the Buyer after 13 days from the date of the change. BASF may adjust its prices at any time prior to its acceptance of the Buyer’s purchase order. Without limiting the generality of Section 1.3, BASF may, if any price adjustment is made, inform the Buyer in accordance with Section 1.3. However, any price adjustments caused by any export or import fee, customs duty, export tax, import tax, delivery tax or other similar duties imposed on the Goods, or any increase in import duties or other levies, shall apply to the Buyer with immediate effect.

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. Without limiting the generality of Section 1.3, BASF may, if any price adjustment is made, inform the Buyer in accordance with Section 1.3. However, any price adjustments caused by any export or import fee, customs duty, export tax, import tax, delivery tax or other similar duties imposed on the Goods, or any increase in import duties or other levies, shall apply to the Buyer with immediate effect.

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

6. REPRESENTATIONS AND WARRANTIES

6.3 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 laws, regulations and other limitations 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 and all actions, suits, claims, demands or judgments for personal injury or property damage caused by the Goods.

7.2 The remedies, warranties and guarantees stated in these Terms shall apply on an exclusive basis. BASF makes no representations or warranties, expressed or implied, concerning the Goods. Buyer hereby assumes full responsibility for quality control, testing and determination of suitability of Goods for its intended application or use.

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 damage or loss incurred, incidentally or consequentially, because of the Buyer relying on any such advice or recommendation provided by BASF. The Buyer shall be the court having jurisdiction in such case.

8.2 BASF’s sole obligations under these Terms of Sale, then BASF will replace the damaged, defective or non-conforming Goods, at its option, (a) free of charge, to the extent permitted under applicable law, (b) at the Buyer’s request, to return or to replace the damaged, defective or non-conforming Goods, to the extent permitted under applicable law. The costs of any return shall be borne by the Buyer, unless otherwise explicitly agreed in writing. If the Buyer fails, without delay, to notify BASF, the Goods shall be treated as accepted by the Buyer.

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 failure or delay is due to circumstances beyond its control, or any indirect, incidental, special, punitive, multiple or consequential damages related to the Goods delivered under the Terms; provided, however, that the foregoing limitation shall not apply to any damages resulting from any act or omission of gross negligence or willful misconduct by BASF.

9.2 Notwithstanding anything else to the contrary, BASF’s aggregate liability to the Buyer shall be limited to the amount of any and all losses, damages caused to the Buyer in any manner, including, but not limited to, losses or interruption of business, or any indirect, incidental, special, punitive, multiple or consequential damages related to the Goods delivered under the Terms, to the extent permitted by applicable law, to the amount paid by the Buyer to BASF for the Goods that are the subject of the claim.

9.3 BASF shall have no liability for any loss, damage, liability or expense of any kind, whether arising out of warranty, contract, tort or otherwise, shall be limited to the purchase price of the Goods, to which the claim pertains, paid to BASF.

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 provision of the Terms are or become void, unlawful or otherwise unenforceable, such provision shall be severed from the remaining provisions of the Terms and the Terms shall continue in full force and effect.

11.2 BASF reserves the right to make changes to these Terms or to any of its specifications or conditions. Such changes shall be effective upon receipt by the Buyer after 13 days from the date of the change. BASF may adjust its prices at any time prior to its acceptance of the Buyer’s purchase order. Without limiting the generality of Section 1.3, BASF may, if any price adjustment is made, inform the Buyer in accordance with Section 1.3. However, any price adjustments caused by any export or import fee, customs duty, export tax, import tax, delivery tax or other similar duties imposed on the Goods, or any increase in import duties or other levies, shall apply to the Buyer with immediate effect.

12. DATA PROTECTION

12.1 If the Buyer discloses personal data relating to its employees ("Personal Data") to BASF in accordance with these Terms of Sale, 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. 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. BASF will not retain any Personal Data beyond the course of performing any agreement on sale of Goods to the Buyer.

12.3 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 Contracts for the International Sale of Goods ("CISG"). Any disputes shall be settled by ordinary legal proceedings in accordance with the laws of the country of the applicable BASF Nordic/Baltic legal entity.

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 AS (Sweden), BASF Chemie AB (Sweden, Chemical AB (Sweden), BASF AS (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, the Netherlands, Germany, Switzerland, the United Kingdom, Latin America, Eastern Europe, Middle East and Africa, less fifty percent (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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