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”) as well as BASF’s subsidiaries. BASF may adjust its General Terms and Conditions of Sale (hereinafter referred to as “Terms”) at any time at a sole discretion and without prior notice. Such an adjustment will become effective if BASF informs the Buyer of it in writing.

1.2 A quotation issued by BASF (“Quotation”) shall under no circumstances be considered binding, in particular as to, among other things, price, delivery conditions or right of retention. BASF reserves the right to adjust the purchase price by BASF solely on the basis of BASF’s written confirmation received prior to the Buyer’s offer or request for quotation.

1.3 All amendments or additions to these Terms shall be binding upon BASF’s written acceptance (e.g. order confirmation) of the Buyer’s written offer (e.g. purchase order).

1.4 Change in market conditions may occur during the term of an agreement for sale of Goods, which were not foreseeable at the time the purchase order was accepted by BASF, and which would result in hardship to BASF if the terms of the purchase order were maintained, then the Buyer may request to review the terms in a manner that it is equitable to both parties and considers such changed market conditions.

1.5 Quotations are valid for thirty (30) days, unless otherwise specified in writing. A Quotation superseded by a Quotation or correspondence concerning the same transaction or inquiry.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 other purpose than the Buyer’s request for quotation for goods like the Goods or as a substitution for Goods quoted by BASF.

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

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 may deliver or deliver the actual quantity of Goods.

2.3 BASF will deliver to 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 time of delivery, if available.

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 with an updated estimate. The penalty interest rate shall commence as if delivery had taken place on the initially agreed delivery date. In addition, BASF shall compensate 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 of risk or 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 thirty (30) calendar days from the date of delivery or the actual delivery date of any Goods. BASF accepts responsibility for such damages, defect or non-conformance, 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 for the damaged, defective or non-conforming Goods. BASF shall be liable for costs of repair, replacement 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 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 notification. 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 accepts and agrees that if BASF invoices on delivery of the Goods, 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 is entitled to (i) penalty interest on any outstanding amount from the 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 Section 1.3.1 below. Penalty interest rates will be applicable to the Buyer beyond the due date 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 taxation, crating or packaging, carriage, insurance, duties and taxes of all layers of the Buyer’s offer 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. Such security includes, without limitation 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. BASF may adjust the purchase price by BASF solely on the basis of BASF’s written confirmation received prior to the Buyer’s offer or request for quotation.

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 applicable laws, regulations involving 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 causes of action of any kind or nature, whether in law or in equity, arising out of, in connection with or in any way related to the Goods provided by BASF.

7.2 The remedies, warranties and guarantees stated in these Terms shall apply on an exclusive basis and makes no report of extension provided by the Buyer to any third party for the Goods. BASF assumes full responsibility for any action or omission of its employees, agents or representatives that constitutes a breach of any warranty or guarantee.

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 constitute 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 consequently, because of the Buyer relying on any such advice or recommendation provided by BASF.

9. FORCE MAJEURE
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 is delay is due to circumstances beyond its control, such as, without limitation, acts of God, fire, flood, riot, strike, lock out, transportation or other delays, labor or interruption of business, 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 damages resulting from any act or omission of gross negligence or willful misconduct by 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 provisions of the Terms or are become void, unlawful or otherwise unenforceable, in whole or in part, the remainder of the Terms and invalid or unenforceable provision will be replaced by a legal 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 order. BASF shall not be liable to the Buyer for any loss or damage, incurred incidentally or consequently, because of the Buyer relying on any such advice or recommendation provided by BASF.

12. DATA PROTECTION
12.1 If the Buyer discloses personal data relating to its employees (“Personal Data”) to BASF as required in connection with the performance of the obligations under the Terms of this Agreement, BASF shall, for a period of five years following the date of such disclosure, process the Personal Data for the purposes 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, in the course of processing personal data as required in connection with any agreement on the sale of Goods to the Buyer, notify the Buyer of the Personal Data to be processed, and will provide to the Buyer the Privacy Notice for the purpose of performing the agreement on sale of Goods to the Buyer.

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 Convention on Contracts 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.

BASF Nordic/Baltic legal entity means any of BASF AS (Norway), BASF AB (Sweden), BASF GmbH (Germany), BASF Belgium S.A. (Belgium), BASF France S.A.S. (France), BASF Italia S.p.A. (Italy), BASF SE (Germany), BASF SE Holland (Netherlands), BASF SE UK (United Kingdom), BASF SE Norway (Norway), BASF SE Sweden (Sweden), BASF SE Finland (Finland), BASF SE Denmark (Denmark), BASF SE (Ireland), BASF SE Spain (Spain), BASF SE (Poland), BASF SE (Romania), BASF SE (Czech Republic), BASF SE (Slovakia), BASF SE (Austria), BASF SE (Switzerland), BASF SE (Hungary), BASF SE (Lithuania) and all other current and future legal entities in Norway, Sweden, Denmark, Finland, France, Germany, Belgium, Netherlands, UK, Ireland, Poland, Romania, Czech Republic, Slovakia, Austria, Switzerland, Hungary, Lithuania and any other current and future legal entities in the EEA, each of which BASF SE holds, directly or indirectly, at least 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.