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") with respect to BASF's obligations to the Buyer and its affiliates for the sale of Goods and for the performance of any services provided to the Buyer.

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 ±10% compared to the ordered quantity, as long as the actual quantity of Goods delivered is in commercial effect that it may be returned to the Buyer.

2.3 BASF shall return non-conforming Goods pursuant to BASF’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 Incoterms, place of delivery and an estimated time of delivery, or, if applicable, an estimate already provided, then BASF shall inform the Buyer without delay of such non-conforming Goods or the actual quantity of Goods delivered.

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 3 days after the estimated time of delivery, or, if applicable, an estimate already provided, then BASF shall inform the Buyer without delay of such non-conforming Goods or the actual quantity of Goods delivered.

3. INSPECTION
3.1 The Buyer shall perform, directly or through its carrier, an immediate outward inspection of the Goods and report outward damage or defect detected 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-conformity with the applicable specifications or other defect in the Goods discovered to BASF within the period of delivery and such measure to the Buyer to avoid risk of loss or damage resulting which, 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-conformity to BASF in accordance with Section 3.2, then 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 for such Goods. BASF shall bear all costs and expenses relating to the return of such Goods or as a substitution for the Goods delivered.

3.4 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.

3.5 The costs of any return shall be borne by the Buyer, unless the return is due to any damage, defect or non-conformity 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 Incoterms.

4.2 Any conveyance 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 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 Incoterms. The Buyer agrees that BASF may adjust its prices and terms and conditions at any time 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.

5.2 All payments shall be made by bank transfer to the BASF bank account specified on the invoice. All prices are exclusive of any transaction tax, created or calculated by the Buyer, unless otherwise explicitly agreed in writing.

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. BASF may, at its sole discretion, require to pay or collect under any existing or future laws with respect to the sale, transportation, delivery or return of the Goods to BASF, or 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 for reasons of force majeure or unforeseeable circumstances, or pursuant to Sections 1.3 below. However, any price adjustments caused by any export or import fee, customs duty, export tax, import duty, export tax or other similar duties imposed on the Goods, or any increase in the costs of the supply of goods shall be passed on 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
6.1 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 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 assessments, whether or not asserted against BASF or its agents, directors, officers, employees, agents or third parties (including, without limitation, governmental authorities) based on or relating to the Buyer 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 without prejudice to any other remedy available to or under Section 11.1, a Buyer’s sole remedy, or under Section 12.1.

9. TERMINATION
9.1 If BASF fails to make correct and timely payment, then, without prejudice to any other remedy available to or under Section 11.1, a Buyer’s sole remedy, or under Section 12.1, BASF will have the right, at any time, to terminate this Agreement or any part thereof, and BASF may invoke its retention rights by written notice to the Buyer, which shall become effective on the date of delivery.

9.2 Any 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.

9.3 BASF Nordic/Baltic legal entity means any of BASF AS (Norway), BASF AB (Sweden), BASF Chemie Handel 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, Latvia and Lithuania.

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 severability or invalidity or unenforceability shall not affect the remaining provisions 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, the Buyer warrants that such personal data is true, complete and accurate. BASF hereby takes the following measures 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.

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.

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