



GENERAL TERMS AND CONDITIONS FOR BULK SALES OF PETROLEUM PRODUCTS (Applicable commencing 1 July 2019)

1. Applicability

These provisions shall apply to supply agreements between Preem AB (publ) company registration number 556072-6977 (hereinafter the “**Seller**”) and the purchaser (hereinafter the “**Purchaser**”) unless the parties have agreed, in writing, on terms that deviate from these terms and conditions.

2. Modification of terms and conditions

These general terms and conditions shall remain in force until further notice and the Seller shall be entitled to modify these terms and conditions on thirty (30) days’ notice. Information to the Purchaser regarding the modifications shall be provided on the Seller’s website, www.preem.se, and/or in another appropriate manner. By ordering products as from the stated date of applicability, the Purchaser accepts the new terms and conditions. If the Purchaser does not accept the new terms and conditions, the Purchaser shall be entitled to terminate the agreement.

In the event the conditions on which the agreement is based materially change due to events beyond a party’s control or the conditions are otherwise insufficient and the terms and conditions of the agreement become unreasonably burdensome or detrimental to a party, the party shall be entitled to demand renegotiation of the agreed terms and conditions. Any such demand shall be made in writing, stating the reasons on which the party bases its demand for renegotiation of the terms and conditions of the agreement. In the event that the parties are unable to agree in conjunction with any subsequent negotiations for adjustment within one (1) month from the date on which a party demanded renegotiation, either party shall be entitled to terminate the agreement on two (2) months’ notice of termination.

3. Quotation

Unless otherwise specified in the quotation, all quotations are valid for the duration of the business day.

4. Price changes

In addition to that which otherwise applies in respect of price adjustments pursuant to the agreement, where, as a result of icy conditions or other traffic disruptions affecting the product’s transport route, the Seller is unable to complete the agreed delivery without incurring significant extra costs, the Seller shall be entitled to claim such additional costs from the Purchaser for the duration of the impediment.

5. Premature termination of the agreement

Either party shall be entitled to terminate the agreement in writing, with immediate effect, and/or immediately limit its performance under the agreement, where:

- a) the other party breaches any provision of the agreement and, where the breach can be cured, fails to cure the breach within fifteen (15) days despite a written demand to do so;
- b) the other party breaches a material provision of the agreement, or where there is any circumstance which jeopardises the due performance of the other party’s obligations under the agreement; or
- c) the other party suspends its payments, commences company reorganisation, commences composition proceedings, is placed into bankruptcy or files for bankruptcy, is placed into insolvent liquidation, or can otherwise be deemed to be insolvent.

The Seller shall at all times be entitled to terminate the agreement with immediate effect and/or immediately limit its performance under the agreement where, in the Seller’s opinion: (i) the Purchaser fails to perform, or there is reasonable cause to believe that the Purchaser will fail to perform, its obligations under the agreement; (ii) the ownership structure of the Purchaser directly or indirectly changes in a manner which cannot reasonably be accepted; or (iii) the Purchaser, in whole or in part, divests or otherwise changes the focus of its business in a manner which alters the conditions for continued cooperation.

In the event of grounds for premature termination of the agreement, the Seller shall be entitled to declare all debts, or parts thereof, and all other outstanding amounts, to be immediately due and payable.

Notice of termination of the agreement must be made in writing.

6. Credit

The granted credit limit may not be exceeded. In the event the credit limit is exceeded, the Purchaser shall immediately pay, on the Seller's demand, any outstanding invoices (regardless of due date) to the extent necessary to reduce the debt to an amount corresponding, at a maximum, to the applicable credit limit.

Renewed credit checks are carried out on a regular basis and the Seller reserves the right to increase or decrease the credit limit based on the Purchaser's financial status or other relevant circumstances. In the event that the Seller is of the opinion that there has been a significant deterioration in the Purchaser's creditworthiness, or if the Purchaser, on repeated occasions, fails to stay within the credit limit granted by the Seller, the Seller shall be entitled to terminate the agreement with immediate effect and/or immediately limit its performance under the agreement. Upon the Seller's request, the Purchaser shall lodge additional satisfactory security, in the form of bank guarantees, sureties, floating charges and/or mortgages, for its credit and/or other current and future undertakings and obligations under the agreement.

Upon the Seller's request, the Purchaser shall provide interim accounts or audited annual accounts or other relevant financial information to enable the Seller to monitor the Purchaser's creditworthiness. Such information shall be provided to the Seller without delay, and under no circumstances, later than thirty (30) days from the date of Preem's request for such information.

7. Tax

The Purchaser shall be responsible for providing correct information to the Seller, from time to time, regarding the Purchaser's reporting obligation for taxes.

In the event the Purchaser wishes a tax exemption due to an area of use or deferral procedure pursuant to the Energy Tax Act (1994:1776) or an exemption under the Value Added Tax Act (1994:200) and thereby can or must be invoiced without, or with a reduction in tax, the Purchaser shall be obligated, *vis-à-vis* the Seller, in ample time prior to delivery or collection, to prove that the suitable conditions exist for a tax exemption or VAT exemption exist and provide the Seller with the necessary documentation. In the event the necessary documentation is not provided to the Seller within the time stated above, it shall be the Purchaser's responsibility to apply, retroactively, to the Swedish Tax Agency or other body, for any tax exemption, deduction, or refund. The Purchaser may not make any retroactive claim to the Seller in respect of a tax exemption in conjunction with invoicing. For deliveries where Preem transports goods (as covered by chapter 9c, section 9 of the Value Added Tax Act (1994:200)) to the Purchaser's tax warehouse, invoicing shall be made with zero (0) percent VAT due to an exemption under chapter 9, section 1 of the Value Added Tax Act (1994:200). The transaction is confirmed as not intended for final use or consumption unless the Purchaser objects to the invoice no later than the 15th of the month following the transaction in question. Final use or consumption shall have the meaning as defined in the Value Added Tax Act (1994:200).

In the event the Purchaser or (where applicable) the Purchaser's customer is invoiced without tax or with a reduction in tax, the Purchaser shall be responsible, *vis-à-vis* the Seller, to notify the Seller without delay in the event of any change to the conditions for invoicing in accordance with a tax exemption or VAT exemption.

In the event goods are collected during a deferral at the Seller's depot, all collection shall take place at a direct delivery site pursuant to the Energy Tax Act (1994:1776) which the Purchaser has registered with the Tax Agency. In the event goods are delivered during a deferral through registration in EMCS (Excise Movement Control System), the Purchaser shall register the receipt in EMCS not later than twenty-four (24) hours after receipt of the delivery. In the event goods are transported to a location outside of Sweden by the Purchaser or a carrier retained by the Purchaser, the Purchaser shall, not later than thirty (30) days after the goods have left Sweden, provide documentation which verifies that the goods have left Sweden.

The Seller shall always be entitled to invoice the Purchaser, in arrears, for tax. The Purchaser shall also hold the Seller harmless from damage or loss, including, but not limited to, any interest, tax surcharge and other costs incurred by the Seller due to the Purchaser's breach of the obligations in this section.

In the event the Purchaser breaches the provisions of this clause, the Seller shall be entitled to terminate the agreement with immediate effect and/or limit its performance under the agreement.

8. Delivery

Delivery shall be made following an order and is ordinarily made within five (5) business days. Delivery of bulk lubricants (so-called unpackaged products) is, however, ordinarily made within ten (10) business days. Orders can be made by telephone 020-450450 to Preem customer service, by email to order@preem.se, through Preem's Customer Portal or through Automated Deliveries pursuant to separate agreement. An order is binding on the Seller only to the extent, and at the time, stated in the order confirmation (acceptance).

The products are delivered Ex Works Seller's depot (INCOTERMS 2010). In the event the Seller is to provide

transport to facilities designated by the Purchaser, freight costs shall be paid in accordance with the Seller's rates as per the price list applicable from time to time. The Seller shall be entitled to retain sub-contractors to carry out transport.

The Seller reserves the right to deliver, as necessary, a replacement product with performance equivalent to the ordered product.

9. Delayed delivery

The Purchaser shall only be entitled to the following compensation from the Seller in the event of delayed delivery. In the event that the Seller's delay is of material significance to the Purchaser, the Purchaser shall be entitled to cancel the delayed partial delivery and to make a covering purchase from a third party, provided that such goods can, in practice, be delivered before the Seller is able to carry out the partial delivery in question. The Seller shall be immediately notified, in writing, of such partial cancellation. In the event a covering purchase has been made, the Purchaser shall be entitled to reasonable compensation from the Seller if the price for the covering purchase was higher than the contracted price.

10. Complaints

The Purchaser must notify the Seller, in writing and without unreasonable delay, of any defects or deficiencies in any delivered product after the Purchaser discovers, or should have discovered, the defect or deficiency and, under no circumstances, later than within one (1) month after completed delivery. Where the Seller has not received written notice of such defect or deficiency within the aforementioned time, the Purchaser shall forfeit the right to demand compensation for the defect or deficiency. The Purchaser shall, following consultation with the Seller, ensure that a representative and reliable sample of the product to which the complaint pertains is taken for later analysis.

11. Liability

The Purchaser shall, in all reasonable ways, cooperate such that the Seller can perform its obligations under the agreement. The Purchaser shall ensure, *inter alia*, that necessary instructions are issued in respect of the design, receiving capacity, volume, and so forth, of the receiving facility, and that the receiving facility satisfies any and all applicable specifications and safety regulations issued from time to time by public authorities. The Purchaser is also responsible for ensuring that the Purchaser's tanks have capacity for the ordered quantity.

The Purchaser shall ensure that the delivery site and unloading site are accessible for delivery and that the tank is not situated more than thirty-five (35) meters from the tank truck's parking place. The Purchaser shall also ensure that, during the winter, the access to the delivery site and unloading site is cleared of snow and gritted, and in all other aspects is suitable for receiving the delivery. Any damage resulting from the Purchaser's omissions in this respect shall be compensated by the Purchaser. Transportation costs incurred as a consequence of an inability to fully deliver the ordered quantity shall be paid by the Purchaser.

The Seller shall not be liable for any damage caused by the incompatibility of the delivered product with the products located at the Purchaser's facility at the time of delivery, unless the mixing of the products was expressly approved by the Seller.

The Seller shall under no circumstances be liable for any indirect loss including, but not limited to, loss of production, consequential loss, downtime compensation, loss of profit, loss of goodwill and capital losses. However, the Seller shall be liable for repair costs for the tank, furnace, machine or vehicle in which the Purchaser has stored or used the delivered product, in case of gross negligence or wilful misconduct.

The Seller's liability shall at all times be limited to SEK one (1) million per event of loss. "Event of loss" means all damage based on the same cause.

12. Limitations regarding the use and transport onwards of the Seller's range of products

The Seller's products may only be used for the purpose(s) mentioned in the safety data sheets (available at www.preem.se). Under no circumstances may the products be used as fuel for aeroplanes or helicopters, or as lubricants or chemicals for such means of transport.

Transportation by sea: Following loading/delivery of the product, the Purchaser may not transfer the product from a tank truck/tank for transport onwards by a boat or ship/vessel that does not meet the Seller's rules regarding vetting of sea vessels applicable from time to time.

In the event the Purchaser breaches the provisions of this clause, the Seller shall be entitled to terminate the agreement with immediate effect.

13. Force Majeure

In respect of the Purchaser, the Seller shall be entitled, and subject to no obligation to pay compensation, to cancel, restrict, or postpone deliveries to the extent the performance thereof is rendered impossible, or materially impeded or rendered more expensive, due to circumstances beyond the Seller's control, such as war, warlike events, riots and unrest, extreme weather conditions, impassable roads, disruptions to public communications, disruptions to computer or telecommunications networks, lack of tonnage, general shortages of goods, export or import restrictions, legal regulations or other orders from Swedish or foreign public authorities, its own or another's strikes, lockouts, blockades or other labour market impediments, fire, explosion, or other accident. The foregoing shall also apply to comparable events at levels preceding the Seller/the Seller's subcontractors.

In respect of the Seller, the Purchaser shall be entitled, and subject to no obligation to pay compensation, to cancel, restrict, or postpone receipt of delivery to the extent that receipt is rendered impossible, or materially impeded or rendered more expensive, due to circumstances beyond the Purchaser's control as referred to in the preceding paragraph.

A party wishing to invoke a force majeure event shall notify the other party without delay and, upon cessation of the force majeure event, shall notify the other party. The reservation in respect of strikes, lockouts, blockades or other labour market impediments shall also apply where the parties themselves take or are the subject of such measures.

14. Confidentiality

The parties undertake, in perpetuity, not to disclose to third parties: (i) the existence or contents of any arbitral award related to the agreement; (ii) any information regarding negotiations, arbitral proceedings or mediation related to the agreement; or (iii) other confidential information which a party received in connection with the agreement. Confidential information means any and all information – technical, commercial, or of another nature – regardless of whether the information is documented, with the exception of information which the party can show:

- a) entered the public domain other than by breach of the undertakings in the agreement;
- b) was available to the recipient on a non-confidential basis before the information was provided to it by the other party;
- c) became available to the recipient party through a party who, in turn, was not bound by any confidentiality undertaking;
- d) must be released by the party pursuant to law or in order to comply with a public authority or court order.

In cases referred to in c) above, the receiving party is not, however, entitled to reveal to any third party that the same information has been received from the other party.

15. Retention of title

The products shall remain the property of the Seller until payment has been made in full.

16. Assignment/pledging

The Purchaser may not assign its rights and/or obligations under the agreement without the Seller's prior written consent. The Seller may assign its rights and obligations under the agreement, including the right to payment, to a third party. Any claims which the Seller has under the agreement (and all other rights) have been pledged to Skandinaviska Enskilda Banken AB (publ) as representative of a group of banks. Accordingly, in order to be deemed discharged, claims arising out of the agreement must be paid into the bank account, or the plusgiro or bankgiro linked thereto, as stated on the Seller's invoice.

17. Entire agreement, modifications and supplements

The agreement and its appendices fully govern all issues to which the agreement relates. All written or oral undertakings and promises which preceded the agreement are replaced by this agreement and its appendices. In order to be binding, modifications of, and supplements to, the agreement must be in writing and signed by the parties. Modifications of these general terms and conditions are valid between the parties in the manner set forth in clause 2, above.

18. Severability

The complete or partial invalidity of any provision of the agreement or any part thereof shall not invalidate the agreement in its entirety. Instead, to the extent the invalidity has a material impact on a party's rights or obligations under the agreement, an adjustment shall take place.

19. Processing of personal data

The Purchaser accepts that the Seller and its subsidiaries collect and register personal data (including information obtained from credit rating agencies). The Seller is responsible for the processing of any and all personal data regarding the Purchaser and its purchases which forms the basis for purchasing, invoicing, and ledger processing within the parameters of this agreement. The Purchaser further consents to the aforementioned information being processed and analysed by the Seller and its cooperation partners for marketing purposes. The propose of the

aforementioned processing is to enable the Seller, *inter alia*, to direct personal offers regarding the Seller's products and services. The Data is saved for the duration of the customer relationship. Data may also be kept for marketing purposes for up to one (1) year after termination of the customer relationship. Processing of personal data also takes place through various service companies which, on the Seller's behalf, handle registration, invoicing, and other administration, and may also cover the Seller's subsidiaries and companies with which the Seller has cooperation agreements, e.g. for bonus systems and customer offers. If required by a public authority, the Seller may have an obligation to disclose the data requested by the public authority. Personal data may be cross-checked against other registers in order to update and provide information which is a condition for good customer and register care, e.g. *Statens Personadressregister* (SPAR).

By writing to Preem AB (publ), DPO, 112 80 Stockholm, or by sending an email to dpo@preem.se, the Purchaser may request that personal data be corrected or deleted. The Purchaser may also submit written notice to the Seller if the Purchaser does not want data to be used for direct marketing purposes. The Purchaser is entitled to receive information about how personal data is used by submitting a written request to that effect to Preem.

20. Arbitration

Any dispute arising out of this agreement shall be conclusively resolved through arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "**Institute**"). The Rules for Expedited Arbitration of the Institute shall apply unless the Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, decides that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm. The arbitral proceedings shall be held in English. For the avoidance of doubt, the Seller shall, however, be entitled to bring legal proceedings in a court of general jurisdiction or before a public authority in respect of claims for completed deliveries or in connection with costs incurred in conjunction therewith.
