

UNIVAR AB, A/S, AS & OY

Terms and Conditions of Purchase

1. General

In these terms and conditions "Buyer" refers to UNIVAR AB (Sweden), UNIVAR A/S (Denmark), UNIVAR AS (Norway) and UNIVAR OY (Finland) respectively and "Seller" refers to the individual, firm or company with whom the Buyer has placed an Order. The term "Contract" shall refer to any Order placed by the Buyer, and accepted by the Seller for the delivery of Goods. "Order" means the Buyer's written instruction to supply the Goods, incorporating these terms and conditions. "Goods" means any Goods agreed in the Contract to be bought by the Buyer from the Seller (including any part or parts of them).

Email messages from the Buyer to the email address designated by the Seller shall be regarded as written notices for the purpose of the Contract.

The term working days shall mean days except Saturdays, Sundays and national holidays in the Buyer's country.

2. Terms

These terms are the only terms upon which the Buyer is prepared to deal with the Seller and they shall govern all contracts between them to the exclusion of all other terms or conditions. In particular no terms or conditions endorsed upon, delivered with or contained in the Seller's quotation, acknowledgement or acceptance of order, specification or similar document will form part of the Contract and the Seller waives any right which it otherwise might have to rely on such terms and conditions. The performance of services or delivery of Goods by the Seller pursuant to the Order shall constitute acceptance of these terms where acceptance has not previously been communicated to the Buyer.

3. Orders

3.1 All Orders, including Orders for direct deliveries, shall be acknowledged by the Seller prior to despatch or within 5 working days of the Seller's receipt of the Order, whichever is the earlier, confirming quantity, product specification, price and delivery date.

3.2 Unless the Buyer's Order is confirmed in writing within 1 week of the date of Order, or delivery takes place within that time in response to the Order, the Buyer shall cease to be bound by it. Any modified acceptance of the Buyer's Order by the Seller is required to be expressly set out in writing. In this case the Contract shall become effective only when such modifications are approved by the Buyer in writing.

4. Delivery and Quantity

4.1 In the absence of any agreement to the contrary the Goods shall be delivered by the Seller, duty paid (DDP in accordance with INCOTERMS 2000) to the address stated by the Buyer in the Order, on the stipulated date and time at the expense of the Seller.

4.2 The Seller shall promptly notify the Buyer if the Seller has reason to believe that the agreed date of delivery can not be met. The Seller shall further notify the Buyer of the estimated new delivery date.

4.3 The Buyer is entitled to terminate (Sw. häva) the Contract in respect of the delayed Order to the extent that the delay is significant. A delay shall always be deemed significant if it lasts for

more than five working days and the Buyer shall in such case be entitled to compensation for costs incurred and losses suffered.

- 4.4 In case of a delay the Buyer shall in addition to what is stated above in 4.3 be entitled to liquidated damages amounting to five percent of the total price for the delayed Order per week, calculated per the first day of each week, and from the day when the Goods according to the Contract should have been delivered until they have been delivered. The aggregate amount of liquidated damages shall however not exceed 50 percent of the price for the delayed Order. The liquidated damages shall not exclude any other remedy available to Buyer and Buyer shall be entitled to claim additional damages to the extent that the Buyer can prove that the Buyer has incurred costs or suffered damages to an amount that exceeds the liquidated damages.
- 4.5 If the Goods are delivered to the Buyer in excess of the quantities ordered the Buyer shall not be bound to pay for the excess and any excess will be and will remain at the Seller's risk and will be returnable at the Seller's expense.
- 4.6 If the Seller is responsible for delivery or for arranging delivery of the Goods to the Buyer's premises the Seller will be liable for all damage which it or its carrier causes to the Goods or the Buyer's property in the course of delivery. If Goods are delivered before the date specified in the Order, the Buyer shall be entitled at its sole discretion to refuse to take delivery or to charge for insurance and storage of the Goods until the contractual date for delivery.
- 4.7 In the case of Goods supplied from outside the country from where it will be delivered, the Seller shall ensure that accurate information is provided to the Buyer as to the country of origin of the Goods and shall be liable to the Buyer for any additional duties or taxes for which the Buyer may be accountable should the country of origin prove to be different from that advised by the Seller. Unless otherwise stated in the Order, Seller is responsible for obtaining all the export and import licences for the Goods and shall be responsible for any delays due to such licences not being available when required.
- 4.8 Deliveries must be booked in, with the relevant Buyer site, at least 24 hours prior to delivery unless otherwise stated on the Order.

5. **Proof of Delivery ("P.O.D")**

Where the Buyer has requested that the Seller deliver direct to the Buyer's customer, a signed P.O.D. (with all details, including the Buyer's customer's signatory name, clearly printed) must be provided to the Buyer's site from where the Order was placed. The P.O.D. must quote the Buyer's purchase order number, quantity and description of Goods delivered and be received at that site, free of charge, within 3 working days of delivery of the Goods.

6. **Certificates of Analysis**

Certificates of Analysis for all chemical products shall be provided free of charge with all deliveries or faxed prior to delivery, unless otherwise agreed in writing. They must quote the batch number and the Buyer's purchase order number.

7. **Documentation**

The Seller shall provide the Buyer with relevant documentation (including but not limited to the Certificates of Analysis) and the processing instructions before or at the time of delivery. The Buyer is entitled to use the documentation without restrictions, including but not limited to the right to make copies of the documentation.

8. **The Seller's Responsibility in for Defective Goods**

- 8.1 The Goods shall be of the best available design, of the best quality (including packaging), material and workmanship, be without fault and conform in all respects with the Order and any

specifications supplied or advised by the Buyer to the Seller. The Seller warrants, represents and undertakes to the Buyer that:

- 8.1.1 the Goods are supplied in accordance with the specification agreed by the parties and have been tested accordingly by the Seller;
- 8.1.2 the Goods are of good quality, free from faults or defects and fit for their purpose;
- 8.1.3 all information provided by the Seller to the Buyer in relation to the Goods shall be true and accurate in all material respects; and
- 8.1.4 it has provided the Buyer with all product and technical information as may be required by law.

8.2 If the Goods do not comply with the above in this Section 8 it shall be considered defective.

8.3 The Buyer shall notify (Sw. reklamera) the Seller of a defect within a reasonable time from when the defect was discovered by the Buyer. The Seller is responsible for defects for a period of two years from when the defective Goods were delivered to the Buyer and the Buyer must notify the Seller of the Defect within that time period in order for the claim to be valid. In case of defects that could not reasonably be detected within the above mentioned time period the Seller shall be responsible for an unlimited period in time.

8.4 In the Goods are defective, the Buyer is, without prejudice to the Buyer's other rights under Contract or law, entitled to request, in its own opinion and in the order chosen by the Buyer, remedy of the defect by repair, or delivery of substitute goods, or a price reduction. The Seller is only entitled to remedy the defect by repair or by delivery of substitute goods if the Buyer agrees thereto. The Seller shall bear all costs and all risk in the event of remedy by repair or by delivery of substitute goods. The Seller shall fulfil its obligation to repair or delivery of substitute goods within 5 working days from the Buyer's first request. If the Seller fails to fulfil its obligation within the stipulated time, the Buyer may purchase the goods from a third party or have measures taken by a third party on the Seller's account and risk. If The Buyer should choose a price reduction, it shall correspond to the decreased value the Goods have for the Buyer due to the defect. The Seller has the same liability for repaired or exchanged parts of the Goods as for the original Goods. Without prejudice to the Buyer's other rights under the Contract or law, The Buyer is entitled to receive compensation from the Seller for any and all losses and damages suffered by the Buyer due to Goods being defective. The Buyer is entitled to terminate (Sw. häva) the Contract, wholly or partially, if a defect is of significant importance to the Buyer.

8.5 The Buyer may return or keep defective Goods at the expense of the Seller until the Seller has issued further instructions as to what should be done with the Goods. Storage of the Goods will be made at Seller's account and risk.

9. **Demurrage**

Demurrage will only be accepted after the standard time of 3 hours from the agreed booking time. If the Seller misses the booking time no demurrage will be paid.

10. **Inspection**

10.1 The Buyer is not obligated to perform a specific inspection of the Goods after delivery. The Seller is obligated to subject all Goods to be supplied to the Buyer or to third parties under the Contract to an exit inspection.

10.2 The Buyer is at all times entitled to inspect the Goods to be delivered or to have the Goods inspected by its representatives, both during production, processing and storage and after delivery and the Seller shall assist the Buyer in this respect. Such inspection by the Buyer shall not mean that the Goods shall be deemed delivered or accepted by the Buyer. The

Buyer's failure to discover a defect to the Goods during an inspection shall not relieve the Seller of any responsibilities if a defect to the Goods is discovered at a later stage.

10.3 The Seller shall give the Buyer or third parties designated by the Buyer access to the production, processing or storages sites at the Buyers request.

11. **Title and Risk**

Unless otherwise stated in the Order, risk in the Goods shall pass to the Buyer on completion of delivery at the place specified in the Order and title to the Goods or any part of them shall pass to the Buyer on the earlier of delivery of the Goods or upon sooner payment but nothing in this condition shall effect any right of the Buyer to reject Goods.

12. **Price**

The price payable shall be that specified in the Order and unless otherwise agreed in writing by the Buyer shall be exclusive of value added tax but inclusive of all other charges, including without limitation, delivery of the Goods and any applicable duties or taxes. The invoice must be raised in the currency which is stated on the Order.

13. **Payment**

The Buyer's standard payment terms of 60 days from the end of the month in which the Goods were delivered apply to all Orders unless otherwise agreed in writing. If the Buyer is in delay with payment of amounts due, such delay shall not constitute a material breach that gives the Seller a right to terminate (Sw.. häva) the Contract.

If the Buyer objects to an invoice the Buyer shall be entitled to suspend payment until the objection has been resolved between the parties.

14. **Invoices**

All invoices must be sent to the Buyer's address as stated in the Order and quote the relevant Buyer's purchase order number. Without this the Buyer cannot process payments. Any invoices that require a credit note from the Seller will not be paid until the credit note of the correct value is received. The credit note must quote the Buyer's purchase order number.

15. **Offset of amount due**

The Buyer may deduct from any monies due or becoming due to the Seller any money that may be due to the Buyer from the Seller.

16. **Indemnity**

The Seller shall, in addition to any other remedy available to the Buyer under the Contract or according to law, indemnify the Buyer against all losses, actions, costs, claims, demands, expenses and liabilities, howsoever arising or incurred by the Buyer in relation to:

16.1 the Seller's breach of any of the terms and conditions of the Contract;

16.2 the provision of insufficient and/or inaccurate and/or incomplete information by the Seller;

16.3 the failure of the Seller to provide adequate written notice of any change in product specification; and

16.4 all claims made against the Buyer arising out of acts or omissions of the Seller, its employees, agents or its subcontractors.

17. **Legal requirements**

- 17.1 In this clause "Laws" or Legislation means including but not limited to any regulation, statute, statutory instrument, standards, business practice, law, production, order resolution, notice, rule of court, bye-law, directive, code of conduct or other instrument or requirement having the force of law within any national or local jurisdiction issued, declared, passed or given effect to in any manner in Norway, Denmark Sweden and Finland. "Legal Requirements" means Laws and Legislation applicable to the Goods.
- 17.2 The Goods shall be provided by the Seller in compliance with all relevant Legal Requirements and all relevant codes, guidance, and other requirements of any relevant government agency. To the extent that any codes, guidance and/or requirements are advisory rather than mandatory, the standard of compliance to be achieved by the Seller shall be the best practice of the relevant industry. In all cases the costs of compliance shall be borne by the Seller.
- 17.3 All Goods supplied shall be of the nature, substance and quality described by the Seller and above at clause 7 and shall comply with all relevant Legal Requirements. In particular, all Goods supplied for human food consumption shall comply with all relevant Laws and Legislation relating to foodstuffs.

18. **REACH**

- 18.1 Seller shall provide on a timely basis to Buyer all relevant information in order to comply with Buyer's obligations under the EU Regulation on REACH (EC1937/2006) (the "REACH Regulation").
- 18.2 Where the Seller is located outside of the European Union and there is a requirement to pre-register and/or register the Goods pursuant to the REACH Regulation, the Buyer and the Seller shall agree who will be the registrant.
- 18.3 Where the Seller is the registrant, it shall pre-register and register the Goods at its own cost and expense on a timely basis under the REACH Regulation. Failure to do this shall be a material breach and entitle the Buyer to terminate (Sw. häva) the Contract in accordance with clause 23 of these terms and conditions.
- 18.4 Where the Buyer is the registrant, the Seller shall supply at the Sellers cost all relevant information and co-operate fully with the Buyer in order to pre-register and register the Goods on a timely basis under the REACH Regulation. In addition, Seller agrees to reimburse the Buyer on an indemnity basis for all costs incurred by the Buyer in complying with the obligations imposed by the REACH Regulation. The failure by Seller to comply with these obligations shall allow the Buyer to terminate (Sw. häva) the Contract in accordance with clause 23 of these terms and conditions.
- 18.5 The Seller shall ensure that all safety data sheets relating to the Goods are kept updated and shall as soon as reasonably practicable inform the Buyer of any information it acquires or becomes aware of concerning any hazardous properties of the Goods or risk management measures.

19. **Changes to products, processes or site of Manufacture**

The Seller shall notify the Buyer in writing in good time if it intends to make changes to products and/or processes, alterations to specifications/analytical methods, site of manufacture or other material changes relating to the Goods. If the Seller fails to notify the Buyer of any such changes at least 30 days prior to such change, then Buyer shall be entitled to terminate (Sw. häva) the Contract forthwith.

20. **Sub Contracting**

Orders may not be assigned or subcontracted either wholly or in part without the written consent of the Buyer.

21. **Intellectual Property**

The Seller warrants that the design, construction, quality and supply of the Goods specified in the Order will not infringe any patent, trade mark, service mark, registered design, know-how, confidential information, rights under licences or copyright or rights of the same or similar effect or nature in any part of the world and shall indemnify the Buyer against any action, claim, demand, costs, charges and expenses (including legal costs) arising from or incurred by reason of any infringement of this warranty. This clause shall survive the termination of the Contract.

22. **Confidentiality**

The Seller shall not, without the Buyer's consent, disclose or make use of information contained in any specifications of products or formulations of the Buyer, or any other information which the Buyer expressly makes known to the Seller is of a confidential nature or such information which can reasonably be implied to be of a confidential nature, other than for the execution of an Order from the Buyer and the Seller shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors as need to know the same for the purpose of discharging the Seller's obligations to the Buyer and shall ensure that such employees, agents or subcontractors are subject to like obligations of confidentiality as bind the Seller. This clause shall survive the termination of the Contract.

23. **Termination**

23.1 Without prejudice to any other remedy available to Buyer, the Buyer shall be entitled to terminate (Sw. häva) the Contract forthwith in the following events:

23.1.1 the Seller commits a material breach of any of the terms and conditions of the Contract; or

23.1.2 any distress, execution or other process is levied upon any of the assets of the Seller; or

23.1.3 the Seller has bankruptcy proceedings initiated against it (Sw. konkursansökan) or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or enters into liquidation (whether voluntary or compulsory), cancels its payments or may otherwise be regarded as insolvent; or

23.1.4 Seller ceases or threatens to cease to carry on its business; or

23.1.5 the financial position of the Seller deteriorates to such an extent that in the opinion of the Buyer the capability of the Seller adequately to fulfil its obligations under the Contract has been placed in jeopardy.

23.2 The Buyer shall have the right at any time and for any reason to terminate (Sw. säga upp) the Contract in whole or in part by giving the Seller written notice. If the Contract has been terminated work on the Contract shall be discontinued and the Buyer shall, provided that the Contract has been terminated in whole, pay to the Seller fair and reasonable compensation for work in progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss. The termination (Sw. uppsägningen) of the Contract, howsoever arising, will be without prejudice to the rights and duties of the Buyer accrued prior to termination. The conditions which expressly or implied have effect after termination will continue to be enforceable notwithstanding termination.

23.3 The Buyer shall have the right to at any time modify the Contract by giving the Seller written notice hereof. If a request of modification in the Seller's opinion has an impact on agreed prices or delivery dates the Seller shall notify the Buyer of this without delay and at the latest eight working days from when the Seller received the notice of the modification. If the Buyer finds the impact on prices or delivery dates unreasonable, the parties shall consult each other

in order to find a solution. If no such solution can be found the Buyer shall be entitled to terminate (Sw. säga upp) the Contract and the Seller shall be entitled to compensation in accordance with Section 23.2 above.

24. Insurance

The Seller shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against the Seller by any person suffering any injury, damage or loss in connection with this Contract including, but not limited to Product Liability Insurance to the value of £2m per claim. The Seller shall, upon request by the Buyer, produce to the Buyer its policy or policies of insurance, together with the receipt for the last premium in respect of each policy.

25. Force Majeure

The Buyer reserves the right to defer the date of delivery or payment or to cancel an Order or reduce the volume of Goods Ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Buyer including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

26. Severability

If any provision of Contract or part thereof shall to any extent be or become invalid or unenforceable, the parties shall agree upon any necessary and reasonable adjustment of the Contract in order to secure the vital interests of the parties and the main objectives prevailing at the time of execution of the Contract. Failing an agreement between the parties on adjustments of the Contract, such adjustments shall be made by arbitrators in accordance with the provisions of the arbitration clause in this Contract.

27. Product Safety and Product Recall

27.1 The Seller shall immediately notify the Buyer (and where such notification is oral, confirm such notification in writing as soon as reasonably practicable) if the Seller has any reason to believe or suspect that there is any defect in the Goods that would render the Goods unsafe to any purchaser or user of such Goods or cause an unacceptable risk to consumers, or any error or omission in the instructions for use and/or assembly of the Goods which exposes or may expose consumers to any risk of death, injury or damage to property and the Seller shall promptly provide the Buyer with all relevant details (as the Buyer may reasonably request) relating to the circumstances giving rise to the notification.

27.2 Without prejudice to the Seller's product safety obligations under any relevant legislation, the Seller shall at its own cost and expense:

27.2.1 use all reasonable endeavours to co-operate with the Buyer to take any remedial action necessary to minimise the impact of any defect in the Goods including without limitation making any agreed notifications to the relevant enforcement authorities, and issuing any written or other notification to the Buyer's customers about the manner of or operation of the Goods;

27.2.2 recall any Goods already sold by the Buyer to its customers;

27.2.3 collect any recalled Goods or defective Goods held by the Buyer;

27.2.4 appropriately destroy and dispose of any recalled Goods;

- 27.2.5 comply with any reasonable directions (including, without limitation, any request of the Buyer to label the Goods in a manner that the Buyer deems appropriate to warn consumers) of the Buyer in respect of the Goods; and
- 27.2.6 comply with any other arrangements as may be agreed between the parties in respect of the Goods.
- 27.3 The Seller shall indemnify the Buyer against all costs, claims, liabilities, proceedings and expenses incurred by the Buyer by reason of any act or omission of the Seller or any breach by the Seller of the terms of this Contract which renders the Goods defective or unsafe.
- 27.4 For avoidance of doubt the Seller is fully and solely liable for any damage to goods or person that the delivered goods (or elements therein) may cause, whether the claims are directed against the Buyer, the Seller or both and whether the Seller has been negligent or not. Thus, the Seller is fully and solely responsible for any and all claims on the basis of product liability and the Seller will indemnify and hold harmless the Buyer for all costs incurred and damages suffered in relation hereto.
- 27.5 This Section 27 shall survive termination of the Contract.

28. **Swedish version**

- 28.1 In the event that the terms and conditions of the Swedish version of the Terms and Conditions of Purchase (Villkor för Köp) should be in conflict with this English version of the Terms and Conditions of Purchase , the provisions of the English version of Terms and Conditions of Purchase shall prevail.

29. **Law**

These terms and conditions, and any contract between the parties shall be governed and interpreted according to the laws of Sweden without regard to its conflict of law rules. The United Nations Convention on International Sale of Goods shall not apply. Any and all disputes, controversies and claims arising out of or in connection with any offer, order or Contact shall, be settled by arbitration in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce. In case of arbitration, the arbitration proceedings shall take place in Stockholm in the English language and the arbitration award shall be final and binding. Confidential information provided during the arbitration proceedings and the arbitration award shall be subject to the confidentiality obligation in Section 22.