



UNIVAR AB, A/S, AS & OY

CONDITIONS OF SALE

In these conditions "Seller" refers to UNIVAR AB (Sweden), UNIVAR A/S (Denmark), UNIVAR AS (Norway) and UNIVAR OY (Finland) respectively and "Buyer" refers to the individual firm or company to whom a quotation is addressed or whose order is accepted by the Seller. These conditions shall apply in respect of all Contracts ("Contract") between the Seller and Buyer for the purchase of goods or services from the Seller. No other conditions are incorporated or implied into any Contract between the Buyer and the Seller unless expressly accepted in writing by the Seller.

All references to prices, goods and services contained in these conditions shall be taken to mean the prices, goods and services detailed in the relevant order form issued by you ("**Purchase Order**") as subsequently amended by our acknowledgement of order form ("**Acknowledgement of Order**").

Application of Conditions

1. All quotations, offers and tenders are made subject to the following conditions. Except as otherwise provided in these conditions, all other terms, conditions, representations or warranties are excluded from any Contract between the Seller and the Buyer unless expressly accepted in writing by the Seller.

The Buyer has no right to cancel (*Sw. avbeställa*) goods or services ordered, with the exception that the Buyer may cancel goods or services ordered within two weeks from the date when the Purchase Order was received by the Seller, provided that the Seller has not yet issued the Acknowledgement of Order on the day of receipt of the Buyer's cancellation. The Acknowledgement of order shall be deemed issued on the day that it is dated.

Delivery

2. (a) Time for delivery of the goods and completion of the services is given as accurately as possible but is not guaranteed. In the event that the Seller is unable to deliver the goods or services at the indicated time of delivery/completion the Seller shall use its reasonable endeavours to notify the Buyer of the delay. Upon written notice by the Seller, the Buyer agrees to negotiate in good faith with the Seller to agree on a new delivery date. In the event that the goods cannot be delivered or the parties cannot agree on a new delivery date, the Buyer may cancel (*Sw. avbeställa*) the Contract and seek alternative goods and/or services at its own cost and risk. In no event shall the Seller be liable to pay damages to the Buyer due to delayed delivery of goods or services and cancellation in accordance with the above shall be the Buyers only remedy in case of a delay.

(b) The Seller reserves the right to deliver less or more than the quantity of goods ordered by up to 5 % and the Buyer shall pay for the quantity actually delivered. Measurements of volume or weight are also subject to variation as a result of normal manufacturing or packing processes and the Buyer must accept such variations up to 5 % of the stated measurement.

(c) Failure by the Buyer to take delivery of any one or more instalments of goods delivered in accordance with the Contract shall entitle the Seller to terminate (*Sw. häva*) the Contract either in whole or part.

(d) No liability can be accepted for damage in transit unless the Buyer notifies the site from which the goods were ordered or the Buyer's usual customer representative within 3 days of receipt of the goods, and confirms by notification in writing within 7 days of receipt of the goods. Where the Seller is notified of the damage to the goods in accordance with this provision, the Seller shall repair or replace the goods at its sole option.

(e) If the Buyer does not promptly discharge road tankers used to deliver the goods to the Buyer, the Buyer shall indemnify the Seller against any liability whatsoever, including, but not limited to, a liability to pay demurrage or similar payments owed to the owner/operator of the road tanker in respect of the consequent delay.

Price and Payment

3. (a) Subject to condition 3 (b), the price for the services or each delivery of goods will be as detailed in the relevant Purchase Order, as amended by the relevant Acknowledgement of Order, as amended in accordance with condition 3 (b) or, if no pricing information is contained therein, will be in accordance with the Seller's price list in force from time to time. In the event of a conflict any price revision in accordance with condition 3 (b) shall prevail, or if the price has not been revised, the price in the Acknowledgement of Order shall prevail and, if no price information is contained therein, the price in the Purchase Order shall prevail.

(b) (i) The Seller shall be entitled to increase the price of the goods every six months after the date of the Acknowledgement of Order for any reason or more frequently if the Seller (in its sole discretion) considers the same to be justified by any material increase in the prices of raw materials used by the Seller or services or any other goods relating to the Contract or other overhead costs incurred by the Seller in the supply of the goods.

(ii) The Seller shall provide the Buyer with 21 days advance notice of any price increase. The Buyer shall be entitled to cancel its order by providing written notice to the Seller, only if the goods or services provided under that relevant Purchase Order are provided by the Seller out of the Seller's normal stock offering and do not form part of a particular stocking arrangement, such notice to be given within 7 days of the Buyer receiving notice of the price increase. If written notice of cancellation is not received by the Seller within 7 days then the Contract will continue in force.

(c) All prices (which unless otherwise specifically stated are exclusive of VAT and any other applicable taxes, fees and duties, including hydrocarbon oil duty, where applicable, and do not include delivery or package charges) are net and are not subject to any discount. Unless an earlier date is specified by the Seller, payment is due and shall be made against invoice, within 30 days from the date of the invoice, and the Seller has total discretion as to whether there will be any set-off or deduction.

(d) In the event of payment not being received by the Seller on or before the due date and the reason for non- payment is not the result of a dispute under the contract and not yet resolved, and agreed in writing by both parties, then the seller shall be entitled to charge the Buyer a Late Payment Administration fee. The rate of charge will be as notified from time to time.

(e) Interest at the rate of 2 percent per calendar month shall be chargeable on the entire sum outstanding and chargeable for each day that payment is not made in accordance with condition 3 (c). Where the Buyer defaults in payment, the Seller shall be entitled to suspend any or all further deliveries and the performance of services under the Contract .

(f) Where goods are delivered by instalments or the services performed in stages the Seller may invoice each instalment or stage separately and the Buyer shall pay such invoice in accordance with these conditions.

(g) The Seller has the right to issue a supplementary invoice in respect of any increase in tax or duty between the date of dispatch and the date of delivery for which the Seller may be liable to the appropriate authorities.

(h) No disputes arising under the Contract or delays (other than delays acknowledged by the Seller in writing) shall interfere with prompt payment by the Buyer.

Payment for Containers

4. (a) Subject to condition 4 (b), the Seller shall be entitled to charge the Buyer for crates, drums, boxes, cases, carboys or other types of packaging where such packaging is used for transportation of the goods to the Buyer. Where the Seller has indicated to the Buyer that such packaging is returnable to the Seller, the Buyer shall return them to the Seller in good condition within 3 months, carriage paid, and the Seller will credit the Buyer for such returned packaging in his next account. All returnable packages which are not returned to Seller in accordance with this provision, not complete or in good condition, and which have not previously been charged for, will be invoiced at the standard rate, payment of such invoice

being due in accordance with condition 3(c). The rates of charges and credit will be as notified from time to time.

(b) In some instances and at the sole discretion of Univar a rental will be chargeable in lieu of a deposit and credit. In these cases non refundable rental charges will be levied in advance covering 4 weekly periods until the container is either returned or a period of 6 months has passed since delivery. Should the container not be returned within 6 months of delivery a charge will be made for the full cost of the container, payable in accordance with condition 3 (c).

Credit

5. The Seller reserves the right, at any time, to withhold credit facilities from or to limit the amount or period of credit it will grant to Buyer. If the Seller has granted the Buyer credit, the Buyer shall no later than 7 days after Seller's written request, provide the Seller with a bank guarantee acceptable to Seller sufficient for the proper fulfilment of the Buyer's obligations under the Contract. If the Buyer fails to do so the Seller has the right to immediately terminate the Contract.

Seller's responsibility in case of defective goods or services

6. (a) Except as otherwise provided in these conditions, all warranties, conditions and other terms implied by business or trade practice, or law regarding including but not limited to the state, quality, type and packaging of the goods and/or services and including but not limited to non-infringement, are, excluded from the Contract.

(b) The goods supplied by the Seller shall be in accordance with the specification supplied by the Seller (if any) and shall be of satisfactory quality but are not tested or sold as fit for any particular purpose unless specifically agreed in writing by the Seller. The services shall also conform to the specification supplied by the Seller (if any) and be carried out with all reasonable care and skill. Only to the extent that goods and/or services are not provided in accordance with this condition 6 (b) shall the goods and/or services be considered defective.

(c) If the Buyer finds the delivered goods or services to be defective the Buyer shall notify Seller of this within 7 days from delivery of such goods or services in order for the claim to be valid. If the delivered goods or services are defective the Seller shall at its option repair or supply satisfactory substitute goods or services free of cost and within a reasonable time or to repay the price of the goods or services in respect of which the complaint is made and this shall be Seller's only responsibility and Buyers only available remedy in case of defects.

(d) If the Seller does so repair or supply satisfactory substitute goods or services or effect repayment under condition 6 (c), the Buyer shall be bound to accept such repaired or substituted goods or services or repayment and the Seller shall be under no further liability in respect of any loss or damage of whatever nature arising in relation to those goods or services.

(e) In addition, the Buyer agrees to comply with all of its obligations under the REACH Regulations. In particular, but without limitation, the Buyer shall provide, on a timely basis, to the Seller all relevant new information on hazardous properties of the products. The Buyer shall comply with any safety information on the products supplied to it and ensure that their customers are provided with all the information required to use their products safely.

Liability

7. (a) The Seller is only liable for damage to person or property caused by the goods or services provided by the Seller to the extent that the Seller has been grossly negligent. The Seller shall not be liable for damage to person or property that occurs when goods are in possession of the Buyer. The Seller shall further not be liable for damage to products manufactured by the Buyer, or to products of which the Buyer's products constitute part. The Buyer shall hold the Seller harmless in the event that the Seller is liable to pay compensation to a third party on account of damage to person or property caused by the goods for which the Buyer is liable.

(b) The Seller or the Seller's manufacturers or suppliers provide written instructions and/or advice to the Buyer for the safe use of the Seller's goods and containers (such as crates, drums, boxes, cases or carboys) and other types of packaging (further copies available on request). The Seller accepts no liability whatever for any losses, costs or other claims caused where the Buyer uses its own containers or caused as a result of the Buyer's failure to use the

Sellers' goods, containers or other packaging in accordance with the written safety instructions and/or advice.

(c) Where the Seller delivers goods and containers/packaging to the Buyer, the goods shall, unless otherwise agreed in the Contract, be delivered Ex Works in accordance with Incoterms 2000. The Seller accepts no liability whatever for any losses, costs or other claims in connection with the transfer of the goods and containers/ packaging from the Seller's point of delivery to the Buyer's storage location.

(d) Where the Buyer receives goods via a Power Take Off delivery system, it is the Buyer's responsibility to ensure that all operating instructions and health and safety procedures are followed at the point of delivery and the Seller accepts no responsibility for any claims, losses, costs or damage caused at and from the point of transfer to the Buyer's installation.

(e) Where the Seller delivers the goods to the Buyer, the Seller ensures that all packaging in the form of crates, drums, boxes, carboys etc. are suitable to protect the goods from damage during delivery. The Seller can accept no liability for any loss or damage caused where such packaging is used for the further transportation of the goods or other unconnected goods and the Buyer must satisfy himself that the goods are safely packaged for such transportation.

(f) Where the Buyer collects the goods from the Seller, although the Seller may inspect any collection vehicle used by the Buyer, the Seller shall not be responsible for any losses caused or claims made to the Buyer as a result of the unsuitability/inappropriateness of the vehicle in any respect whatsoever.

(g) Unless the Seller has specifically confirmed to the Buyer that the goods are suitable to be mixed with any other goods, the Seller accepts no liability for admixture of the goods with any other goods and it shall be the Buyer's sole and entire responsibility to ensure that the products concerned and the containers to be used are entirely suitable for such admixture and/or for transfer of such.

(h) The Seller's maximum aggregate liability under or in connection with the Contract, will in no circumstances exceed the price of the goods or services under the Contract.

(i) In no circumstances shall the Seller be liable for any indirect damages or for any loss (whether direct or indirect) of profits, of production, goodwill or business opportunity or for cost of capital, or for any indirect, special or consequential loss (whether or not reasonably foreseeable and even if the Seller had been advised of the possibility of the Buyer incurring the same) which arises out of or in connection with the Contract.

(i) The Buyer shall in order for a claim under the Contract to be valid, subject to what is otherwise stated in the Contract, make such claim within 30 days from when the Buyer discovered or reasonably should have discovered the facts supporting the claim, and at the latest within 30 days from the termination, cancellation or expiry of the Contract.

Trade Marks etc

8. All trade marks, registered or unregistered design rights, copyrights, confidential information such as colour schemes, knowhow and other intellectual property rights of any nature ("Intellectual Property") in all goods or services supplied by the Seller are owned by the Seller and/or its suppliers. The Seller reserves the right at any time to require Buyer forthwith to discontinue the use in any manner whatsoever any such trade marks or other Intellectual Property.

Risk

9. Regardless of what is provided in the applicable INCOTERMS 2000, the risk in the goods shall remain with the Seller until delivery by the Seller in accordance with the applicable INCOTERM or collection of the goods by the Buyer or, whichever is the earlier, at which time the risk in the goods shall be transferred to the Buyer.

Reservation of Title

10. (a) Title to the goods shall only pass to the Buyer if the Buyer has paid to the Seller all sums (including any default interest) due from it to the Seller under this Contract.

(b) The Seller may, subject to the mandatory requirements in the Credit Sales Between Undertakings Act (Sw. lag (1978:599) om avbetalningsköp mellan näringsidkare m.fl.), recover goods in respect of which title has not passed to the Buyer at any time and the Buyer

irrevocably licences the Seller, its officers, employees and agents to enter upon any premises of the Buyer, with or without vehicles, for the purpose either of satisfying itself that Condition 10 (c) below is being complied with by the Buyer or of recovering any goods in respect of which title has not passed to the Buyer.

(c) Until title to the goods has passed to the Buyer, the Buyer shall store the goods separately from other goods and shall ensure that they are clearly identifiable as belonging to the Seller.

Ex Stock Goods

11. Ex-stock goods (Sw. lagervaror) are offered subject to the same not having been sold elsewhere prior to receipt of unqualified acceptance of the Seller's quotation.

Variations

12. No variation to any Contract shall have effect unless signed in writing on behalf of the Seller by an authorized representative of the Seller.

Assignment

13. The Contract is between the Seller and the Buyer as principal and the Contract or rights and obligations under the Contract are not assignable without the consent of the Seller.

Termination

14. The Seller shall be entitled forthwith to terminate (Sw. häva) any Contract between it and the Buyer by written notice if the Buyer fails to pay any invoice in accordance with these conditions, where the control of the Buyer changes during the period of the Contract or where the Buyer commits any continuing or material breach of these conditions of sale or makes any composition with its creditors or suffers any distress or execution to be levied upon its assets or is wound up either compulsorily or voluntarily or suffers a receiver of any of its assets to be appointed or otherwise ceases or threatens to cease to carry on business.

Force Majeure

15. The Seller shall have the right to cancel or delay performance of the services or deliveries of the goods if it is prevented from or hindered in or delayed in manufacturing or delivering the goods or services or any part thereof through any circumstances beyond its reasonable control, including but not limited to war, riot, government requisitions of any kind, suspension or loss of means of transport, strikes, lock outs, labour disputes, fire, explosion, flood, accident, failure of any third party to supply the Seller, breakdown of machinery or anything directly or indirectly interfering with the [goods or services](#) (including but not limited to the price or supply of raw materials, services or any other goods relating to the Contract) or the manufacture, supply, shipment, arrival or delivery of the goods. During any such period of cancellation, the Buyer shall have the right to purchase elsewhere at his own risk and cost such quantities of the goods or services as may be necessary.

Severability

16. 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.

Confidentiality

17. The Buyer undertakes not to make any unauthorized disclosure of any confidential information regarding the goods or services provided by Seller or the Contract. Confidential information shall mean any information, technical, commercial or of any other kind, whether written or oral, except such information which is or will be publicly known or which has come to or will come to the public knowledge in any way other than through the Buyer's breach of this secrecy undertaking. The Buyer ensures that the Buyer's employees will not disclose confidential information to third parties. The Buyer shall ensure that employees likely to get access to confidential information covenant to keep such information confidential to the same extent as the Buyer according to this confidentiality undertaking.

Swedish version

18.

In the event that the conditions of the Swedish version of the Conditions of Sale (Villkor för försäljning) should be in conflict with this English version of the Conditions of Sale, the provisions of the English version of the Conditions of Sale shall prevail.

Jurisdiction

19.

(a) The Contract 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. Subject to Condition 19(b) below, any and all disputes, controversies and claims arising out of or in connection with any offer, order or Contract shall be settled by arbitration in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration proceedings shall take place in Malmö, Sweden in the English language and the arbitration award shall be final and binding. Information disclosed during arbitration proceedings and the arbitration award is subject to the confidentiality obligation in Section 17.

(b) In case of the Buyer's non payment of clear and due debt the Seller shall, regardless of what is provided in Condition 19 (a) above, be entitled to initiate proceedings with a competent court or authority in the country where the Buyer is incorporated or in a country where the Buyer may otherwise have assets.