

# GENERAL TERMS AND CONDITIONS of MPP Sverige AB

Applicable from 1 April 2020

## 1. General Provisions and Definitions

1.1 These General Terms and Conditions apply to orders from MPP Sverige AB. The following definitions apply to these General Terms and Conditions:

“Supplier”	MPP Sverige AB.
“Customer”	The legal person who has signed the Agreement with the Supplier in accordance with Section 2.1 below.
“General Terms and Conditions”	These General Terms and Conditions.
“Product/Products”	The product/products the Supplier undertakes to sell to the Customer in accordance with the Agreement.
“Main Agreement”	The main agreement that is signed by the Parties.
“Agreement”	The General Terms and Conditions, the Main Agreement and the offer that the Customer has accepted from the Supplier before the last validity date of the offer.
“Party/Parties”	The Supplier and the Customer individually/the Supplier and the Customer together.
“Agreed Delivery Date”	The last delivery date for final delivery specified in the offer accepted by the Customer.
“Actual Delivery Date”	The date when the Products are delivered, checked and approved by the Customer.
“Agreed Condition”	Such condition of the Products that can be expected by the Customer from new and quality products of the ordered type and that has been specified by the Supplier in writing.

## 2. Scope of the Agreement

2.1 The Agreement governs what applies to the sale, delivery and, in certain cases, the installation of Products by the Supplier. If the Customer accepts the offer issued by the Supplier before the last validity date of the offer, the Agreement is binding.

2.2 If the content of the Main Agreement, the offer and these General Terms and Conditions contradict each other, the order of precedence shall be Main Agreement, followed by the content of the offer and, finally, by these General Terms and Conditions.

## 3. Applicable Standards

3.1 All IBC containers supplied by the Supplier conform to MSBFS 2018:5, Regulations on the Transport of Dangerous Goods by Road or on Land.

3.2 The Products that are marked with MSBFS 2018:3 are manufactured in accordance with these Regulations and meet its requirements.

3.3 The Supplier's evaluation is further that the Products marked with NFS 2017:5 (the Swedish Environmental Protection Agency's Regulations on Protection against Soil and Water Pollution from the Storage of Flammable Liquids) fulfill the requirements of the Regulations.

3.4 The Supplier and its subcontractors are certified in accordance with ISO 9001 and ISO 14001.

3.5 The Products shall otherwise conform to agreed, written specifications.

## 4. Services

4.1 In those cases where the Agreement refers to services, the Supplier undertakes to provide such services in accordance with the Agreement, existing custom in the industry and otherwise good workmanship.

## 5. Customer's General Obligations

5.1 The Customer shall, to a reasonable extend and in accordance with what is reasonable to demand under the circumstances, assist the Supplier with fulfilling its obligations in accordance with the Agreement.

## 6. Delivery

6.1 The Supplier must have delivered and, where the Supplier has undertaken this, installed the Products not later than the Agreed Delivery Date.

6.2 After the Customer has checked that the Products and, wherever relevant, the installation, fulfill the Agreed Condition, the Customer shall approve the delivery. The check and approval shall happen without delay. If the check and approval are delayed because of circumstances owing to the Customer, the Actual Delivery Date shall be considered to coincide with the Agreed Delivery Date if the Agreed Delivery Date precedes the Actual Delivery Date.

6.3 Unless otherwise agreed, the Supplier assumes the Risk for the Products until the Actual Delivery Date.

6.4 Within fourteen (14) days of the Actual Delivery Date, the Customer shall receive all agreed documentation such as, e.g. certificates and instructions.

6.5 A delay is considered to exist if the Actual Delivery Date occurs after the Agreed Delivery Date, the delay is caused by circumstances owing to the Supplier, and these circumstances do not constitute force majeure. A delay is considered to exist until the date that the Actual Delivery Date occurs.

6.6 If the delay is owing to the Supplier, the Customer is entitled to compensation in the form of penalty, as stipulated in Section 10 below. The right to penalty is earned if delivery has not been made within four (4) weeks of the Agreed Delivery Date (and the delay is owing to the Supplier). The penalty is charged from the fifth week of delay at the rate of 2% of the compensation for the delayed delivery and any attributable services (“the Basis of the Penalty”). However, the total amount of the penalty shall not exceed 10% of the Basis of the Penalty. No right to damages other than the penalty exists.

6.7 If the delay is owing to the Customer or to a circumstance, as specified in Section 11 below, the Supplier is entitled to move the Agreed Delivery Date to a time that is justified considering the circumstances, however, always incorporating at least the period that the Supplier's delay corresponds to.

6.8 If a delay in accordance with Section 6.5 above has continued for more than two (2) months, the injured Party is entitled to terminate the Agreement with immediate effect.

6.9 In order not to lose its right in accordance with what is specified above in Section 6.6, the Customer shall claim compensation in writing within three (3) months from the date when the penalty was incurred.

## 7. Insolvency

7.1 A Party is entitled to withhold its performance in accordance with the Agreement in case the other Party shows clear signs of insolvency or enters into liquidation. As soon as the other Party has eliminated the cause of the suspicion of insolvency, the Party shall carry out its performance in accordance with the Agreement.

## 8. Liability for Defects

8.1 The liability for defects for the diesel tanks and stationery tanks supplied by the Supplier applies for three (3) years from the Agreed Delivery Date.

8.2 The liability for defects for pump system and similar accessories supplied by the Supplier applies for one (1) year from the Agreed Delivery Date. If the defects affect products supplied by subcontractors and such subcontractors apply longer liability period for defects/warranty period, an extended liability for damages may become relevant. The Supplier shall decide on this from case to case.

8.3 It falls on the Customer to carry out on its own the tests and examinations of the Products that are deemed necessary by the Customer in connection with delivery. In this connection, the Customer has to examine if the Products correspond to the Agreed Condition. Deviations from the Agreed Condition (“Defects”) may not be claimed as Defects if notice thereof has not been given within reasonable time after the Customer has discovered or should have discovered the Defect. A complaint must, under all conditions, be lodged within thirty (30) days from the end of the applicable period for liability for defects.

8.4 If the Customer has submitted a justified complaint for a Defect and the Defect is owing to a circumstance that is the Supplier's responsibility, it is the duty of the Supplier, at the speed that is considered reasonable according to the circumstances, but within not more than two (2) months after the Customer has lodged a complaint for Defect, to rectify the Defect. If this is possible without any effect on the use of the Products, the Supplier is entitled to give the Customer instructions for bypassing instead of rectifying the Defect.

8.5 If rectification has not taken place on time, as specified in Section 8.4 above, the Customer is entitled to a price discount of an amount that corresponds to the cost of rectification of the Defect, but that cannot exceed an amount corresponding to twenty (20) per cent of the price agreed for the Product. .

8.6 If it emerges during the work on rectifying the Defect that the Defect is owing to the Customer or to a circumstance that is the Customer's responsibility, the Supplier is entitled to compensation for the costs incurred by the Supplier for the rectification of the Defect.

8.7 Rectification/price discount are the only consequences in case of Defects.

## 9. Insurance

9.1 The Supplier has taken out the requisite liability insurance that stands at an adequate amount to cover its obligations in accordance with the Agreement. The insurance shall include coverage for property that is stored by the Supplier that the Customer has an interest in. The insurance shall also apply to product liability. The Supplier shall provide the Customer on request with a copy of its insurance certificates.

## 10. Limitation of Liability

10.1 The Supplier's liability for damages does not cover the right to damages for indirect damage or any other consequential damage such as lost profit and is otherwise limited to an amount corresponding to the compensation that has to be paid by the Customer for defective/delayed Products in accordance with the Agreement.

10.2 The limitation of liability above shall be modified if the damage has occurred as a result of gross negligence or an intentional act by the Supplier.

10.3 The Party forfeits the right to damages or any other compensation in accordance with Sections 10.1 and 10.2 above if the claim has not been presented without delay, within not more than three (3) months from the date when the damage has been or should have been discovered.

## 11. Force Majeure

11.1 If a Party is prevented from meeting its obligations hereunder by a circumstance that is beyond its control such as a stroke of lightning, fire, strike, war or large-scale mobilisation or conscription, confiscation, changed regulatory provisions as well as defect or delay in services or products provided by a subcontractor due to circumstances specified herein, this shall constitute grounds for exemption that will postpone the deadline for the respective Party's performance and exempt the Party from damages and other sanctions.

11.2 A Party that considers a preventive circumstance in accordance with Section 11.1 above to exist shall inform the other Party thereof without delay. The Parties shall confer with each other which measures should be taken based on the relevant circumstance.

11.3 If the performance of the Agreement has been materially prevented for a period longer than two (2) months on account of such a circumstance as specified in Section 11.1 above, the Party is entitled to revoke the Agreement with immediate effect. In connection with such revocation, each Party shall cover its own costs occasioned by the revocation.

## 12. Remuneration and Payment

12.1 The Customer shall make payment against invoice twenty (20) days net after delivery or partial delivery of the Products and, whenever relevant, installation or another service provided by the Supplier.

12.2 In case of delayed payment, interest on overdue payments is due in accordance with the Swedish Interest Act until full payment is made.

12.3 In case of late payment, the Supplier is entitled to withhold the delivery of other Products as well as the provision of services ordered by the Customer if payment has not been made within not more than fourteen (14) days after the first payment reminder has been sent to the Customer.

12.4 The title to the Products does not pass to the Customer until the Products have been paid for in full. The Supplier reserves the right to recover the Products until the Customer has fulfilled all payment obligations following the Agreement. The Customer is prohibited by law to sell, lease, pledge or otherwise dispose of the Products or part thereof or integrate these with other property before the title to the Products has passed to the Customer in full.

## 13. Confidentiality

13.1 The Parties undertake not to disclose confidential information received in connection with the Agreement to third parties for the period of the Agreement as well as for an additional period of five (5) years after its expiry.

13.2 Confidential information in this Agreement refers to such information that is considered by the Party as confidential or that otherwise appears to be of a confidential nature according to the circumstances.

## 14. Notices

14.1 Notices regarding the Agreement shall be given in writing by mail or email. Notices shall be considered to have been received by the other Party:

- a) if sent by mail: five (5) days after mailing;

- b) if sent by email: on receipt if the recipient has duly confirmed or, alternatively, five (5) days after the email has been received by the recipient's email server.

## 15. Validity and Termination

15.1 The Agreement shall apply for the period specified in the Main Agreement.

15.2 A Party is always entitled to terminate the Agreement with immediate effect:

- a) On breach of contract by a Party if the Party in breach does not rectify it within thirty (30) days from a request to that effect of the aggrieved Party. However, the right to rectify does not exist in case of material breach of contract.

- b) If a party is declared bankrupt, enters into composition proceedings, suspends payments, enters into company reorganisation proceedings or is otherwise considered to have become insolvent.

## 16. Assignment

16.1 A Party is not entitled to assign its rights or obligations to third parties in accordance with the Agreement without the other Party's written consent. However, a Party is always entitled to assign the Agreement to a company that the Party is affiliated with. The Supplier is always entitled to assign the right to receive payments pursuant to the Agreement with consent.

## 17. Disputes

17.1 This Agreement shall be governed by Swedish law. Any disputes arising out of or in connection with this Agreement shall be settled finally through arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce ("The Institute"). The arbitration proceedings shall take place in Gothenburg.

17.2 The Institute's Rules for Simplified Arbitration shall apply unless the Institute decides, based on the difficulty of the case, the value of the subject of the dispute and other circumstances, that the Rules for the Arbitration Institute of the Stockholm Chamber of Commerce are to apply to the proceedings instead. In the latter case, the Institute shall also decide if the arbitration tribunal shall consist of one or three arbitrators.

17.3 The Parties undertake and consent hereby that all arbitration proceedings carried out in accordance with this arbitration clause shall be kept strictly confidential. This confidentiality obligation shall comprise all information provided during the arbitration proceedings and all decisions made on account of the proceedings. Information subject to this confidentiality obligation may not be passed on in any form to third parties without the other Party's prior consent.

\*\*\*\*