

Conditions agreed upon after negotiations between SSG Standard Solutions Group AB as one part and IKEM - Innovation and Chemical Industries (IKEM – Innovations- och kemiindustrierna i Sverige AB) as the other part.

## 1 APPLICABILITY

These General Conditions shall apply to an order to which they are attached or in which reference is made to them. Any deviation from these conditions must be agreed in writing in order to be valid.

"Product" in these General Conditions refers to chemicals and additives.

## 2 PROPERTIES OF THE PRODUCT

The vendor shall ensure that the product supplied in respect of composition, level of purity and other technical characteristics conforms to the vendor's written product specification. However, a written product specification cited by the purchaser shall have priority unless the vendor has objected to this at the time of entering into the contract. The vendor shall ensure that the product supplied is compliant with applicable legislation regarding chemicals in respect of the agreed usage of the product. This does not relieve the purchaser of its responsibility to ensure that the product supplied is used in accordance with the aforesaid legislation.

Where the purchaser has requested information in writing concerning the suitability of the product for a specific application, the vendor shall be deemed to have confirmed the suitability of the product for the purpose, provided that the vendor has not objected to the stated application in writing before entering into the contract. If the vendor has not objected to the application, safety data sheets shall be updated where applicable.

The vendor is responsible, for a period of twelve months from time of delivery, for keeping the purchaser informed by means of safety data sheets or other documentation of significant changes to relevant legislation regarding chemicals or other relevant legislation or claims specified by the purchaser in the product specification that could have an effect on information provided previously.

The vendor agrees not to implement changes to the product's composition or other parameters that may affect the suitability for the application for which information has been provided by the purchaser or other claims specified by the purchaser in the product specification. The vendor shall notify the purchaser of any such modification prior to it being implemented, and the purchaser shall confirm acceptance of the modification in writing to the vendor.

For products where safety data sheets are to be made available on request such safety data sheets shall always be supplied.

The vendor is responsible for ensuring that the product, on delivery, is free from contaminants giving rise to such undesired odours, taste, discoloration that substantially affect the purchaser's products or processes, provided that the product has been used for such purposes for which the vendor has guaranteed suitability in accordance with the second Paragraph of this Clause or, where such a guarantee has not been given, the product in question has been used for the specific purpose that is generally accepted in the pulp and paper industry.

If the purchaser has specified a particular quality designation, particular manufacture or particular brand or has referred to the vendor's offer with corresponding information, the vendor may not deliver any other product without the purchaser's written approval even where the latter product, in the vendor's opinion, is equivalent.

## 3 PACKAGING, MARKING, CLEANING

If the product ordered is normally supplied in packaged form, the agreed price shall be regarded as applying to the packaged product. If special provisions apply to the handling or marking of the product owing to the hazardous nature of the product or for any other reason, the vendor shall keep himself informed of, and comply with, such regulations, and also draw the attention of those who handle the product to the risks connected with such handling.

If the vendor himself arranges transport of the product to the purchaser or has ordered the transportation on behalf of the purchaser, the vendor is responsible for ensuring that all tanks, containers and other transport vessels or equipment in which the product is transported are appropriately cleaned for this purpose.

Weighing as a basis for invoicing shall take place on a verified weighing device. The weight ascertained by the purchaser in control weighing on a verified weighing device shall have precedence over the weight specified by the vendor if the vendor's weighing has not taken place on a verified weighing device. In the case of transport vessels with volume marking based on weighing on a verified weighing device, the volume determination based on such marking may be used for invoicing.

For technical reasons related to the delivery, the vendor may exceed or fall below the agreed weight or volume, by a maximum of 5 %, unless the purchaser in writing has requested a higher level of accuracy.

## 4 QUALITY ASSURANCE AND CONTROL

The vendor shall apply a documented quality assurance and control system including such control and sampling procedures that can be used for showing that the products delivered meet the requirements as per Clause 2. Moreover, at the purchaser's request the vendor shall demonstrate its quality assurance and control system and the implementation of the same.

It is understood by the vendor that the purchaser may place the product in production without previous sampling and control.

In the event of production or quality interruptions at the purchaser's plant that can be assumed to be connected with the product supplied the purchaser shall immediately carry out sampling of the product and inform the vendor, with subsequent written confirmation, about what has occurred.

## 5 PRODUCT REGISTRATION

In addition to such product registration that follows from law or other regulations, in its capacity as a domestic manufacturer and when importing products from the EU/EEA or from third countries, the vendor is responsible for ensuring agreed information regarding that the product supplied, is registered by the vendor in a specific chemicals register indicated by the purchaser in the country in which the product is supplied.

## 6 INSURANCE

The vendor undertakes to take out and maintain for the duration of the contract general liability insurance for its own business including coverage for damaging characteristics of products pursuant to Clause 13 (product liability) below. On demand, the vendor shall present to the purchaser proof of such insurance coverage.

Unless otherwise agreed in writing the Parties agree that, the minimum amount of coverage shall be EUR 2 million per occurrence, and EUR 5 million in aggregate per annum or corresponding amounts in another currency.

## 7 DELIVERY TERMS

Unless otherwise agreed, the product shall be delivered free to the purchaser's warehouse. With respect to a product that shall be imported into Sweden the product shall, unless otherwise agreed in writing, be supplied Delivered Duty Paid (DDP) to the specified destination. The delivery terms used shall be interpreted in accordance with the applicable INCOTERMS in force at the time of entering into the contract to the extent such INCOTERMS do not represent a deviation from what is expressly stated in these general conditions.

With respect to bulk delivery, where a carrier hired by the vendor, unloads the product using its own equipment the delivery of the product in question shall, instead of what follows from the first paragraph of this Clause, be deemed to be completed at the edge or corresponding outer border of the purchaser's plant or reception facility.

In event of delivery in bulk by rail to the purchaser's warehouse it is incumbent on the purchaser instead of what follows from the first and second paragraph of this Clause, to take care of unloading of the product at its own risk and responsibility.

If special unloading and safety regulations apply at the delivery site, it is incumbent on the purchaser to provide the vendor with such regulations in writing. It is the vendor's duty to ensure that these regulations are observed by the vendor's staff and carrier. Where the purchaser, after entering into the contract, issues new or modified unloading or safety regulations resulting in a substantial cost increase for the vendor, the purchaser shall compensate the vendor for such cost increase.

## 8 TIME FOR DELIVERY

The purchaser shall specify its requirement for delivery at a particular time. Delivery shall take place at the time specified in writing by the purchaser where the vendor has confirmed such delivery time or, without delay, has failed to notify in writing any objection following receipt of the purchaser's notification. If the vendor notifies such an objection he shall, at the same time, state the delivery time estimated by him.

## 9 LIABILITY FOR DELAY

If the vendor realises that he will be unable to supply the product at the agreed time for delivery or if a delay appears probable, the vendor shall immediately inform the purchaser of this by phone, with confirmation in writing, and at the same time provide information on the estimated delivery time. If the purchaser is informed of an actual or probable delay in some other way than through the vendor he shall, without delay, inform the vendor thereof. Moreover, the purchaser shall, if it is unable to accept delivery of the product at the agreed time, inform the vendor without delay about such hindrance and when it is estimated that the product can be received.

If delivery on time is of significant importance to the purchaser, he is entitled to cancel the contract with respect to the delayed delivery by submitting a written notice to the vendor. However, if the purchase relates to a product that has been manufactured or procured specially for the purchaser in accordance with its specifications and where the vendor cannot without substantial loss use the product in another way, the purchaser may only, cancel the contract where the purchaser on making the order has specifically informed the vendor of the importance of the delivery time or where the purchaser has presented the vendor with a reasonable additional period for delivery and the product has not been delivered within such extra period.

Subject to the limitation of liability, pursuant to Clause 14, either party has the right to compensation for the direct loss he suffers as a consequence of the other party's delay or as a consequence of justifiable cancellation of the contract unless the delay is due to circumstances that are to be considered as force majeure pursuant to Clause 16.

## 10 LIABILITY FOR DEFECTS

In the event of faulty delivery, the purchaser has the right to a replacement delivery free of charge without delay. Instead of replacement delivery the purchaser is entitled to a price deduction corresponding to the reduction in value of the product because of the fault.

Where the defect is of substantial importance for the purchaser, he has the right to cancel the contract relating to the faulty delivery by submitting a written

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notice to the vendor. However if, the purchase relates to a product that has been manufactured or procured especially for the purchaser in accordance with its specification and where the vendor is unable to use the product in another way without substantial loss, the purchaser may only cancel the contract where the vendor has realised or should have realised the importance of the defect for the purchaser, or the purchaser has presented the vendor with a reasonable period for the replacement delivery and the delivery has not occurred within such period.

Subject to the limitation of liability pursuant to Clause 14, the purchaser has the right to compensation from the vendor for direct loss he suffers on account of the faulty delivery.

### 11 SUCCESSIVE DELIVERIES

If a defect or delay is substantial or causes major damage, and where the purchaser has ordered additional products of the same or a similar kind before the defect has been discovered or the delay has taken place, the purchaser is entitled to cancel the purchase with respect to quantities not delivered. The same applies in the event of repeated faults or delays.

### 12 DECLARATION OF CANCELLATION AND CLAIMS

If the purchaser wishes to cancel the purchase due to delay or fault, he shall notify the vendor in writing without unreasonable delay after the circumstances that are referred to in the grounds of cancellation have become or should have become known to the purchaser.

Claims due to delayed delivery shall be made in writing within 1 month after the product has been delivered or the declaration of cancellation has been given. Claims due to faulty delivery shall be presented in writing without delay after the purchaser discovered the fault and in no case later than 6 months after delivery of the product.

If the purchaser fails to give a declaration of cancellation or fails to present its claim within the above times he loses the right to make a claim on account of the delay or the fault.

### 13 DAMAGE CAUSED BY THE PRODUCT (PRODUCT LIABILITY)

The vendor shall indemnify and hold the purchaser harmless for personal injury or property damage caused by defects in products supplied by the vendor provided that the purchaser has used the products for such purpose for which the vendor has

guaranteed suitability or, where such a guarantee has not been given for such specific purpose that is generally accepted in the pulp and paper industry. Moreover, the product must have been used in accordance with the vendor's written product information and the purchaser must have maintained reasonable production control including regular inspections and tests of end-products. Unless otherwise agreed in writing the liability is limited to EUR 2 million per occurrence and EUR 5 million per annum or corresponding amounts in another currency.

The vendor's liability for damages caused by the product is limited to what is stated in the first paragraph of this Clause. Other or additional demands for compensation due to damages caused by the product are beyond the vendor's liability irrespective whether such damage being attributable to the purchaser's use of the product in a production process or to an end product produced by the purchaser.

### 14 LIMITATION OF LIABILITY

The Parties' liability for faulty or delayed delivery or for delayed receipt of the delivery does not include compensation for loss of production or income or other indirect losses. Moreover, the liability is limited to an amount corresponding to the value of the delivery concerned, in addition to possible liability to refund the payment made for the delivery. The limitation of liability does not apply if the party is guilty of deliberate acts or gross negligence and, furthermore, the limitation to the value of the delivery concerned is not applicable to the vendor's liability for damaging characteristics in the delivered product in which case the limitation in Clause 13 applies instead.

### 15 PAYMENT

Unless otherwise agreed, payment shall be made not later than 30 days after the invoice date. If the purchaser does not make payment at the due time, interest will accrue in accordance with the Swedish Interest Act.

### 16 FORCE MAJEURE

If fulfilment of either party's obligations under the contract is prevented by industrial dispute or by such circumstances beyond the Parties' control which the Parties could not reasonably have foreseen such as fire, explosion, natural disaster, exchange controls, government regulations, general scarcity of transport equipment, goods or energy, war and warlike events, terrorist action or any other similar event or by any error or delay in delivery from a subcontractor owing to such circumstances as those listed above provided that it has not been reasonably possible to engage any other subcontractor, this shall constitute grounds for discharge from liability. 'Grounds for discharge from liability' entails that the party is discharged from the duty to fulfil its obligation during such time that the performance must necessarily be postponed owing to the relevant circumstance.

If a circumstance mentioned in the first paragraph of this Clause arises, the party affected must without delay, notify the other party to this effect. Where this does not take place, the party failing to inform the other party must bear the costs that would have been possible to avoid owing to such notification.

If either party is prevented from fulfilling its obligations owing to such circumstance mentioned in this Clause for more than three months both Parties have the right to cancel the contract with respect to the delivery concerned.

### 17 ARBITRATION AND APPLICABLE LAW

Disputes arising from this contract based on these general conditions shall in the first place be referred to mediation in accordance with the Rules of the Mediation Institute of the Stockholm Chamber of Commerce, unless one of the Parties objects.

If either party opposes mediation or where mediation is discontinued, then the dispute shall be finally settled through arbitration administered at the Arbitration Institute of the Stockholm Chamber of Commerce (Institute).

The Institute's Rules for Simplified Arbitration shall apply unless the Institute, taking account of the level of complexity of the case, the value of the subject of the dispute and other circumstances, determines that the Rules of the Stockholm Chamber of Commerce's Arbitration Institute shall be applied to the procedure. In the latter case the Institute shall also determine if the Arbitration Board shall comprise one or three arbitrators.

Swedish Law shall apply and the proceedings shall take place in Stockholm.

# SSG Standard Solutions Group AB

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