



## St1 Refinery AB's GENERAL PURCHASING CONDITIONS

### 1. APPLICABILITY

These general purchasing conditions shall be applied in St1's purchases of goods and services from suppliers insofar as individually negotiated agreements do not expressly state otherwise. If the supplier applies general or special delivery or sales conditions, St1 Refinery AB's general purchasing conditions take precedence in the event of contradicting regulation unless the parties expressly approve in writing that the right of precedence shall be handled in another manner.

### 2. SUPPLIER

In these general purchasing conditions, supplier refers to the business operator that is a contractor in relation to St1. The supplier is obliged to hold a corporate tax certificate at all times.

### 3. TENDERS

Upon request by St1, the Supplier shall issue a tender to St1 free of charge. St1 has the right to approve or reject all tenders. If St1 chooses to approve the supplier's tender, such approval shall take place in writing and, after St1's choice, formalised in a written purchase or general agreement or purchase order. Unless otherwise explicitly agreed, the supplier does not obtain any exclusive right to provide agreed goods or services.

### 4. PRICE

The applicable price shall be stated, excluding value added tax, in the accepted tender or, where applicable, agreed purchase or general agreement. Unless otherwise agreed in writing between St1 and the supplier, the price is fixed during the period of the agreement, stated in SEK and includes costs for packaging, transport insurance and freight. If a fixed price is not agreed, but rather the price is instead tied to a certain value, such as the market price on the delivery date or exchange rate at a certain point in time, delivery deviations in the form of a delivery before or after the agreed point in time may not entail a higher price in SEK than what would have applied if delivery took place at the agreed time.

### 5. PAYMENT

The supplier has the right to invoice St1 only after the supplier has delivered the good or rendered the service in accordance with what has been agreed. St1's payment obligation does not comprise excess delivery, but rather is limited to the agreed good or service quantity. Unless otherwise expressly agreed, the terms of payment are 30 days net from St1's receipt of the invoice. The supplier does not have the right to charge an invoice fee or similar surcharge for administrative expenses. The invoice shall clearly state amounts, value added tax, reference or purchase number and good or service specification. Payment rendered does not entail an approval of the delivery or partial delivery. St1 has the right to offset the receivable against the supplier's claim to payment for a delivered good or service. Upon delayed payment, interest on arrears is payable in accordance with the Interest Act.

### 6. INCOTERMS

All references to Incoterms in the agreement, tender or purchase order shall, unless otherwise expressly stated, refer to the version of Incoterms that applies at the time the agreement is entered into. Unless otherwise agreed, Incoterms 2010 DDP St1 Refinery, Bensinvägen 10, Gothenburg, Sweden applies to every delivery.

### 7. QUALITY ASSURANCE

The supplier is solely responsible towards St1 for the good's or service's quality, agreement with current laws, ordinance and authority decisions and agreed quality specification. The supplier shall have a satisfactory quality assurance system that is adapted to the nature of the good or service. St1 shall always have the right to conduct inspections and checks at the supplier or the supplier's subcontractors to ensure that the good or service is carried out in accordance with the agreed quality assurance system and according to the agreement otherwise. The supplier and engaged subcontractors are obliged to cooperate in such an inspection. The

supplier shall always, and without request to do so, state the origins of the good or service and provide other information that the supplier should understand to be of importance to St1.

### 8. DOCUMENTATION

The supplier is obliged to provide safety guidelines, material certificates, technical documentation, CE certificates and other necessary documentation free of charge no later than in connection with the delivery at the delivery location. The documentation shall be written in Swedish, unless otherwise expressly agreed. A good or service is not considered to be delivered until all documentation has been received by St1.

### 9. DELIVERY

Delivery time refers to the time at which the good or service shall be delivered. Unless otherwise expressly agreed, the delivery time is counted from the closing of the agreement or from St1 subordering the good or service. Delivery location refers to the good's or service's final destination. The good or service shall be delivered at the agreed delivery time and delivery location. If the supplier delivers a larger amount than agreed, a so-called excess delivery, St1 may receive or reject it. If a certain product amount is rejected, return takes place at the supplier's risk and expense. If the supplier under the agreement shall determine the time point for the delivery, the supplier shall notify St1 of when the good or service shall be delivered so far in advance that St1 can take the steps necessary to be able to receive the good or service. The supplier shall arrange the transported goods to be insured for their full value up to the point in time that St1 has received the good. The supplier shall equip the good with packaging that is required for safe transport to the agreed delivery location. The packaging shall be marked according to St1's instructions and be constructed such that it provides St1 full compensation from the transport insurance for transport damages to the good and also meets the requirements set by law or other regulation with regard to re-use and recycling. Upon delivery to St1's facilities, including the St1 Refinery in Gothenburg, the supplier shall follow the safety rules applicable at all times.

### 10. SUBCONTRACTORS

The supplier is responsible for any engaged subcontractors as for its own work.

### 11. DELIVERY DELAY AND PENALTY

The supplier shall immediately notify St1 in writing if there is reason to assume that delivery will be delayed. The reason for the delivery delay and how long the delay is estimated to be shall hereby be stated. If the supplier fails to provide such notification, the supplier shall compensate St1 for all of the damage that St1 could have avoided if notification had been made in time. Upon delivery delay, St1 is, in addition to compensation for damages, entitled to a delay penalty of three (3) per cent of the order amount, for the delayed delivery, for every commenced week with which the agreed delivery time is delayed.

### 12. GUARANTEE

The supplier guarantees that the good or service is not encumbered with faults or deficiencies and shall therefore, to avoid liability after St1's complaint, confirm that the good or service upon delivery was not encumbered with faults or deficiencies. The good or service is considered to be encumbered with faults or deficiencies upon delivery if faults and deficiencies are noted during a period of 24 months counted from the delivery of the good or service. Upon partial delivery, the guarantee period is counted from when final delivery has been made.

If a fault or deficiency is subject to complaint by St1, the supplier shall immediately and at its own expense resolve the fault or deficiency or undertake redelivery. If the supplier's resolution cannot take place within a period reasonable for St1, St1 has the right to cancel the purchase. St1 has the right to a penalty regarding the period between the complaint and resolution or redelivery. The penalty shall be calculated in accordance with clause 11 above. In addition to penalty, St1 has the right to compensation for damage that St1 has incurred as a result of the fault or deficiency.



### **13. COMPLAINT**

St1 shall examine the good or service within a reasonable amount of time after the supplier's delivery. Faults, deficiencies or excess delivery that is discovered or should have been discovered in the examination shall be subject to complaint within three (3) weeks from when the good or service has been delivered to the agreed delivery location. Faults and deficiencies discovered during the guarantee period as per clause 12 above shall be subject to complaint within three (3) weeks from when St1 was notified of the fault or deficiency. If St1 does not lodge a complaint within two (2) years from delivery of the good or service at the agreed delivery location, St1 loses the right to invoke the fault or deficiency unless the supplier acted grossly negligent or counter to faith and honour.

### **14. TOOLS**

Unless otherwise expressly agreed, models, forms and other tools paid for by St1 for the supplier's production or processing of goods and services are St1's property and may only be used for the production or processing of St1's goods or services.

### **15. INTELLECTUAL PROPERTY RIGHTS, ETC.**

St1 has the ownership right to all materials, including electronic/digital information that St1 provides to the supplier or that the supplier works out on behalf of St1. If St1 wants to get access to such material, the supplier shall promptly arrange this on behalf of St1 without special compensation. The supplier does not have the right to use the aforementioned material for purposes other than what was agreed between the parties. Except for the material that St1 provides to the supplier, the supplier discharges St1 from all forms of liability, if a third party asserts that the good or service or its use entails a patent violation, pattern violation or trademark violation or otherwise constitutes plagiarising the performance of another or signs that the procedure entails undue marketing or otherwise conflicts with generally accepted business practices. If St1 nonetheless were to become liable to pay damages, the supplier is obliged to indemnify St1. The supplier's liability lasts as long as such requirements can be directed at St1.

### **16. SPARE PARTS**

The supplier shall provide St1 the opportunity to purchase spare parts for supplied goods at market and reasonable prices during a period of ten (10) years after the good has been delivered to St1.

### **17. PRODUCT LIABILITY**

If the supplier's goods were to cause damage to person or property belonging to St1 or a third party, the supplier shall indemnify St1. The supplier shall take out and maintain due product liability insurance. The supplier's liability lasts as long as such requirements can be directed at St1.

### **18. FORCE MAJEURE**

A party is freed from its obligations under the agreement as long as the party can show that the implementation of the performance to which the obligations are tied is obstructed by circumstances outside the party's control and that the party could not have reasonably been expected to have foreseen at the signing of the agreement and the consequences of which the party could not have reasonably avoided or overcome. If the breach of contract is due to

anyone that a party has engaged to fully or partially fulfil the agreement or to the supplier or another in the earlier sales chain, the party is discharged as per the above only if the one the party engaged were discharged as per the above. If grounds for discharge exist that mean that delivery, resolution or redelivery is delayed by more than four (4) weeks, St1 has the right to cancel the agreement. If the delay comprises a part of the performance immaterial to St1, St1 only has the right to cancel the agreement insofar as concerns the delayed part however. A party's constraint to the agreement and a party's obligation to fulfil its obligations under the agreement once grounds for discharge end last as long as the agreement has not been brought to conclusion through cancellation or otherwise.

### **19. INSURANCE**

It is incumbent upon the supplier, in addition to transport and product liability insurance, to take out and maintain liability insurance at its own expense that, besides professional liability, also covers other damage at terms customary for the industry. The supplier shall, upon St1's request, present valid insurance policies with insurance terms.

### **20. AMENDMENTS AND MODIFICATIONS**

Amendments and modifications to agreements reached between the parties shall be in writing and signed by the parties to be valid.

### **21. COMMUNICATION**

All communication between the parties in conjunction with the agreement shall take place between the contact persons appointed by the parties.

### **22. EARLY CANCELLATION**

A party has the right to cancel the agreement effective immediately if i) the other party essentially or on repeated occasions neglects its commitments under the agreement and does not undertake rectification within thirty (30) days of written request to do so, ii) the other party cancels payments, offers composition, is declared bankrupt, enters into liquidation, becomes subject to distraint or another similar circumstance occurs that can reasonably be considered to constitute a sign of insolvency.

### **23. CONFIDENTIALITY**

A party pledges to not without the other party's consent disclose to a third party or otherwise provide information on the content of the agreement or circumstances at the other party of which knowledge has been obtained through information exchange in connection with the parties' agreement and which is not generally known. Confidentiality also applies once the agreement has ceased to apply otherwise.

### **24. ASSIGNMENT OF THE AGREEMENT**

A party does not have the right to assign the agreement in part or in whole without the other party's written consent. However, St1 has the right to assign the agreement and rights and obligations in the agreement to another company in the St1 Group.

### **25. DISPUTES**

Potential disputes shall be decided by an arbitration tribunal according to the Arbitration Act applicable at all times unless otherwise expressly stated in the agreement. However, St1 has the right to bring action in public court regarding penalties, damages and costs arising therewith.