

## **GENERAL CONDITIONS OF SALE AND DELIVERY OF CONDIT PRODUCTS BY SUSEN AB**

### **Article 1 Applicability**

- 1.1 By "SUSEN AB" is understood in these general conditions of sale and delivery: SUSEN AB, incorporated under the laws of Sweden, registered at Ekelundsgatan 9, 352 36 Växjö, Sweden.
- 1.2 By "product" or "products" is understood in these general conditions of sale and delivery: fertilizers and soil improver supplied by SUSEN AB.
- 1.3 These conditions apply to all offers made by SUSEN AB and to all contracts concluded with SUSEN AB.
- 1.4 These conditions shall apply to the exclusion of any general conditions which may be used by the customer or prospective customer (further referred to as "the customer").

### **Article 2 Offers, orders and contracts**

- 2.1 All offers by SUSEN AB are free of engagement. Orders and acceptances of offers by the customer are irrevocable.
- 2.2 Verbal undertakings or arrangements made by or with its personnel shall be binding on SUSEN AB only if it has confirmed them in writing.
- 2.3 The customer must inform SUSEN AB in writing within 3 working days of the date of the order confirmation of possible or alleged inaccuracies in the order confirmation. Failing this, the order confirmation is deemed to reflect the agreement correctly and in full.

### **Article 3 Conformity**

- 3.1 Statements by SUSEN AB about qualities, compositions, quantities etc. apply only by approximation and are free of engagement.
- 3.2 Descriptions, catalogues, advertising matter and offers shall not be binding on SUSEN AB
- 3.3 The customer must ascertain whether the products and the associated packaging, labels, manuals etc. conform with all the regulations laid down for them in the country of destination. The use of the products and their conformity with official regulations is at the customer's risk.
- 3.4 The customer guarantees the correctness, completeness and reliability of the data and information supplied to SUSEN AB by him or on his behalf. SUSEN AB is only obliged to (continue) the execution of the order if the customer has provided all the data and information required by SUSEN AB.

#### **Article 4 Intellectual property**

- 4.1 All intellectual and industrial property rights inherent in the products and their composition, and inherent in anything that SUSEN AB develops, manufactures or supplies, including manuals, packaging, labels and catalogues, shall accrue to SUSEN AB.
- 4.2 The customer is not permitted to alter or to remove from the products any indication about patents, trademarks, trade names or other intellectual or industrial property rights.
- 4.3 Quotations issued by SUSEN AB, calculations, descriptions produced or supplied by SUSEN AB, as well as (test) products made available by SUSEN AB, remain the property of SUSEN AB, irrespective of whether costs are charged to the customer in connection therewith.
- 4.4 The customer is not permitted to copy, record or make public the content of recommendations, specifications and/or other information supplied by SUSEN AB without the prior written permission of SUSEN AB, or in any other way to make them available to third parties.

#### **Article 5 Prices**

- 5.1 Prices quoted by or agreed with SUSEN AB include packaging costs, but exclude VAT, import and export duties, excise duties and other taxes or levies imposed or charged in relation to the products and their transport.
- 5.2 Prices quoted by SUSEN AB, if not stated otherwise, have been calculated for delivery ex works (Incoterms 2000).
- 5.3 If cost-determining factors, including taxes, excise duties, import duties, exchange rates, wages, the prices of goods and/or services (whether or not obtained from third parties by SUSEN AB), change after the offer and/or the conclusion of a contract, SUSEN AB is entitled to adjust the prices accordingly.

#### **Article 6 Delivery date and delivery**

- 6.1 Stated delivery dates are fixed by approximation and are not to be regarded as firm deadlines.
- 6.2 Transport and/or dispatch of the products shall be at the customer's risk. The customer is obliged to accept the products immediately on their arrival at the place of destination.
- 6.3 If the customer does not accept the products or does not come to collect them or have them collected, they shall be stored at the customer's account and risk for as long as SUSEN AB considers that desirable. In that case, as with every other imputable shortcoming of the customer, SUSEN AB shall be entitled at any time either to demand performance of the contract, or to terminate the contract extra judicially, without prejudice to its entitlement to compensation for the loss and damages suffered and the loss of profit, including storage costs.

- 6.4 SUSEN AB is not obliged to honour a request from the customer for redelivery or subsequent delivery. If SUSEN AB does nevertheless honour the request, the associated costs shall borne by the customer.
- 6.5 SUSEN AB is entitled to perform a contract in parts and to claim payment of that part of the contract that has been performed.

### **Article 7 Force majeure**

- 7.1 If SUSEN AB has been prevented from performing the contract through force majeure, it is entitled to suspend the performance of the contract. In that instance, the customer is not entitled to claim compensation for loss, damages, costs, contractual penalty (if any) or interest.
- 7.2 By force majeure is understood, *inter alia*: war, danger of war, strikes, fire, accident or sickness of personnel, industrial breakdown, stagnation in transport, difficulties in production or transport not foreseen by SUSEN AB, and any other circumstance which is not exclusively dependent on the will of SUSEN AB, such as the non-delivery or late delivery of products or services by third parties engaged by SUSEN AB.
- 7.3 If SUSEN AB has already partly met its obligations at the commencement of the state of force majeure or can only partly meet its obligations, it shall be entitled to invoice the already delivered or deliverable part separately and the customer shall be bound to pay this invoice as if it related to a separate contract.

### **Article 8 Guarantee and complaints**

- 8.1 SUSEN AB guarantees the soundness of the products it delivers in conformity with what the customer may reasonably expect under the contract. Should defects nevertheless occur in the products delivered by SUSEN AB before the use of the products as a result of manufacturing and/or material faults, it shall replace the products concerned in whole or in part, or apply a reasonable price reduction, all this subject to the choice and exclusively at the discretion of SUSEN AB. The guarantee shall apply from the delivery date until the date of use or processing of the products or, if the products are not used/processed within 6 months from the delivery date, for a period of 6 months, and exclusively on presentation of the original invoice.
- 8.2 The achievement of any intended results is not covered by the guarantee. All information supplied by SUSEN AB and, for example, concerning qualities, capacities and/or results, is completely free of engagement and is supplied by SUSEN AB by way of non-binding information.
- 8.3 Defects which occur in, or are wholly or partly the result of, the use or processing of the products by the customer, normal wear and tear, failure to follow the instructions of SUSEN

AB or described in the manual, improper or injudicious storage or use, external influences, use in combination with third party materials, are in any event not covered by the guarantee. SUSEN AB is not liable for (damages resulting from) these kinds of defects.

- 8.4 The customer must inspect the delivered products closely immediately on receiving them, otherwise it shall lose any right of complaint and/or guarantee. Any complaint relating to the quantity of delivered products must be noted on the consignment note or delivery note on delivery, in the absence of which, the quantities stated on the consignment note or delivery note shall furnish compelling proof against the customer.
- 8.5 Claims under the guarantee must be made to SUSEN AB in writing within 5 days of a defect appearing. Any claim on SUSEN AB shall lapse in the absence of a prompt complaint.
- 8.6 The customer is obliged to keep the products which form the subject of the complaint available to SUSEN AB, on penalty of the loss of any right of complaint and/or guarantee.
- 8.7 Complaints do not suspend the customer's payment obligations. The customer is not entitled to set off any its claims towards the claims of SUSEN AB.
- 8.8 Any defects relating to a part of the products delivered do not give the customer the right to reject or refuse the entire consignment of delivered products.
- 8.9 After a fault has been detected in a product, the customer is obliged to do everything necessary to prevent or limit the damage, expressly including, if necessary, immediate suspension of use and trading.

#### **Article 9 Retention of title**

- 9.1 SUSEN AB shall retain the ownership of the delivered products and of the products to be delivered, until its claims relating to the delivered products and the products to be delivered have been met in full by the customer, including the claims arising from failure to perform one or more contracts and including, in particular but without limitation to, until the customer has paid the sales prices for the products.
- 9.2 If the customer fails to perform his obligations, SUSEN AB shall be entitled to recover the products belonging to it (or have them recovered) from the place where they are to be found, at the customer's expense.
- 9.3 The customer is not entitled to pledge or to transfer the ownership of products which have not yet been paid for. The customer is obliged to keep the products delivered under retention of title with due care and as the identifiable property of SUSEN AB.

#### **Article 10 Payment**

- 10.1 Unless otherwise agreed in writing, payment of SUSEN AB invoices must be made within 14 days of the invoice date, in the currency stated on the invoice and solely in the way indicated on the invoice.

- 10.2 SUSEN AB shall be entitled at any time to require full or partial payment in advance and/or otherwise obtain security of payment.
- 10.3 If no prompt payment is received, the customer is liable to pay, without further notice of default, an interest payment on the invoice amount of 0.05% per day, calculated from the due date up to and including the date of payment.
- 10.4 All collection costs shall be paid by the customer. The extrajudicial collection costs amount to at least 15% of the sum to be collected, subject to a minimum of EUR 250.00.
- 10.5 The customer renounces any right of offset.

### **Article 11 Cancellation**

- 11.1 The customer may not cancel an order he has given. If the customer nevertheless cancels an order he has given in whole or in part, he shall be bound to compensate SUSEN AB for all the costs reasonably incurred with a view to the execution of this order, the work performed by SUSEN AB, any and all damages incurred in that connection and loss of profit, plus VAT.

### **Article 12 Advice**

- 12.1 All the advice given by SUSEN AB and announcements and statements made by SUSEN AB about, *inter alia*, the characteristics of products to be supplied by SUSEN AB are wholly without obligation and are provided by SUSEN AB as non-binding information. SUSEN AB does not provide any guarantee in the matter.
- 12.2 SUSEN AB shall not be liable for any direct or indirect loss, in any form or of whatever kind, arising from the supply of information and/or advice by SUSEN AB. The customer indemnifies SUSEN AB against all third party claims in the matter, except in the event of intention or gross negligence on the part of SUSEN AB.

### **Article 13 Liability**

- 13.1 Beyond the provisions of Article 8, the customer has no claim whatsoever on SUSEN AB for defects or damages in or in relation to the products supplied by SUSEN AB.
- 13.2 SUSEN AB is not liable for damages as a result of the non-achievement of any intended results.
- 13.3 SUSEN AB is not liable for damage to crops, personal injury, emotional damage, consequential loss, trading loss, loss due to delay, loss of profits and any other indirect loss, arising for whatever cause, except in the event of wilful intent or gross negligence on the part of SUSEN AB.
- 13.4 Damage to products caused by transport or damage to packaging shall be at the customer's account and risk.

- 13.5 In all instances in which SUSEN AB is bound to pay compensation, the latter shall never exceed the invoice value of the products supplied, by which or in connection with which loss has been caused. Moreover, if the loss is covered by the business liability insurance of SUSEN AB, the compensation shall never exceed the amount actually paid out by the insurer in the case concerned.
- 13.6 Every claim on SUSEN AB, unless it has been recognised by SUSEN AB, shall expire by the mere lapse of 12 months from when the claim arose.
- 13.7 The customer indemnifies SUSEN AB against any claim by third parties in connection with execution of the contract by SUSEN AB.

#### **Article 14 Representation**

- 14.1 If the customer acts on behalf of one or more other persons, he shall be liable to SUSEN AB as if he himself were the customer, without prejudice to the liability of those other persons.

#### **Article 15 Final provisions**

- 15.1 The applicability of any international convention on the sale of goods, the applicability of which can be excluded between the parties, shall not apply and is hereby expressly excluded. More in particular, the applicability of the Vienna Sales Convention 1980 (CISG 1980) is expressly excluded.
- 15.2 All disputes between SUSEN AB and the customer shall be heard exclusively by the courts of Sweden.
- 15.3 Only Swedish law is applicable to contracts concluded by SUSEN AB.

SUSEN AB, 2012