



General Conditions, ABIC Kemi AB

1. Applicability

These General Conditions apply to all offers, agreements, assignments and deliveries as long as the parties in writing have not agreed otherwise.

These General Conditions shall always take precedence over any terms and conditions (such as, but not limited to the Buyer's own conditions, general rules or standard), unless otherwise agreed in writing. If the Buyer in the purchase order or other document, have set up provisions contrary to the terms of these regulations, these General Conditions shall apply even if the Seller failed to object to such provision.

2. Offer and confirmation

The Seller is bound by his tender following his order confirmation alternative when performing the Buyer's orders.

3. Delivery clause

If no trade term is specifically agreed, delivery shall be Ex works according to INCOTERMS 2010. If delivery terms have been agreed, it shall be interpreted in accordance with the INCOTERMS of 2010.

4. Payment

Payment will be made no later than in accordance with the due date stated on the invoice. If the expiration date is not specified, payments is due cash on delivery. If the Buyer fails to pay, the Seller shall be entitled to an interest of 9,5 % from the due date.

5. Delivery

Stated delivery date should be seen as an indication. Buyer is not entitled to any remuneration for the late delivery after the scheduled delivery date.

6. Delay

If the Seller finds that he will not be able to deliver or partial delivery at the agreed time or if delay on his part seems likely, he shall without undue delay notify the Buyer thereof.

The seller is not liable for damage caused by delivery delay.

If the Buyer finds that he will be unable to accept delivery on the agreed date, or if delay on his part seems likely, he shall without undue delay notify the Seller thereof in writing stating the reason for the delay and, if possible, the time when he will be able to accept delivery.

If the Buyer fails to accept delivery on the agreed date, he shall nevertheless make any payment which is dependent on delivery as if the products in question had been delivered. The Seller shall arrange storage of the products at the Buyer's risk and expense. If the Buyer so requires, the Seller shall insure the products at the Buyer's expense.

If the delay is significant, he party not responsible for the delay has the right to terminate the agreement regarding the delayed products. This does not apply to products which the Seller has specifically ordered on the Buyer's request for a particular purpose or products that the Seller's normally do not keep in stock.



7. Successive deliveries

If the contract includes successive deliveries, each delivery is regarded as an independent sales. Thus, the Buyer is not entitled to cancel the contract in its entirety in case of delay in delivery, errors or omissions in the delivery.

If the delivery delay occurs due to the circumstances specified in clause 6, the seller is allowed to postpone following deliveries accordingly.

8. Retention of title

The products shall remain the property of the Seller until paid for in full, to the extent that such retention of title is valid.

9. Liability for defects

Quantity stated in the order confirmation may be over or under delivered by up to 10%.

Is the product supplied incorrect or missing, the Seller shall if the Buyer so wishes, and it is practically possible, remedy the defect. If the error or defect is not corrected within a reasonable time, the Buyer is entitled to a price reduction corresponding to the defect or deficiency, or to cancel the contract if the fault or defect is significant.

The Seller is not responsible for damage due to the fault or neglect to a higher amount than the delivered product value.

10. Delivery of products with best before date

If no other written agreement has been reached, the seller reserve the right to deliver goods which at the time of delivery, have a minimum of 1 month shelf life.

11. Liability for damage to property caused by the product

The Seller shall have no liability for damage caused by the products to any (movable or immovable) property, or consequential loss due to such damage, occurring while the products are in the Buyer's possession.

The Buyer shall indemnify and hold the Seller harmless to the extent that the Seller incurs liability towards any third party in respect of loss or damage for which the Seller is not liable towards the Buyer according to the first paragraphs of this clause.

The above limitations of the Seller's liability does not apply if he has been guilty of gross negligence.

If a third party lodges a claim for compensation against Seller or Buyer for loss or damage referred to in this clause, the other party to the contract shall forthwith be notified thereof in writing.

12. Complaints

The Buyer shall notify the Seller in writing within one week from the delivery of any defects or deficiencies he has or should have discovered upon incoming inspection.

If the Buyer fails to notify the Seller in writing within the above time limits, he loses his right to make any claim in respect of the defect.

Defects which are discovered or should have been discovered when the products were handed over to the Buyer must be notified immediately. Where the defect may be assumed to have occurred in transit, and receipt is given for the products on a specific consignment note, the defect must also immediately be reported to the carrier.

The Seller's liability is limited to defects which appears within a period of one year from the date of delivery.

The Seller's liability is limited to products 'best before' date.

13. Product information and product liability

The Seller is not responsible that the product is fit for any particular purpose unless he has in written warranty stated that is the case.

To use the product beyond what is stated in the safety data sheet may impose obligations in accordance with law for the Buyer. The Buyer is obliged, as a distributor or downstream user, to fulfill their requirements according to the REACH legislation.

The Seller has no liability for damages due to harmful property of the product.

14. Price adjustment

Has a certain price been agreed and is, after that, export or import fees, duties, taxes on exports, imports and delivery or other similar charges imposed or if there is changes of those, shall, if the costs are not taken into account in the agreement, the price be changed accordingly.

The Seller reserves the right to adjust its prices in the event of currency fluctuations or other changes beyond the Seller's control.

15. Value added tax

All prices are exclusive of value added tax (VAT), unless otherwise agreed in writing.

16. Insolvency etc.

If there are reasonable grounds to believe that the Buyer will not fulfill his obligations, the Seller has the right to demand acceptable security. If this is not done without delay, the Seller may in writing terminate the agreement relating to non-delivered products.

17. Grounds for relief (Force Majeure)

The following circumstances shall constitute grounds for relief if they impede the performance of the contract.

Industrial disputes and any other circumstance beyond the control of the parties, such as fire, war, mobilization or military call up of a comparable scope, requisition, seizure, trade and currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, restrictions in the supply of power and defects or delays in deliveries by sub-contractors caused by any such circumstance as referred to in this clause.

The party who wishes to invoke the circumstances referred to above, shall forthwith give written notice to the other party.



Either party may, if downtime exceeds three months after confirmation of delivery, cancel the contract in whole or in part, in respect of the supplies that would have taken place during the time in question. This also applies if such circumstances as above referred to, occurs after the agreed delivery time.

Neither party is liable in case of termination of the contract in whole or in part, due to circumstances as stated in this clause.

18. Disclaimer

ABIC Kemi AB believes that any product use recommendation or product information presented is an accurate description of the typical characteristics or uses of the product, but it is your responsibility to thoroughly test the product in your specific application to determine its performance, efficacy, and safety under your conditions of use. Suggestions of uses should not be taken as inducements to infringe any patent unless ABIC Kemi AB provides you with a specific written warranty of fitness for a particular use, ABIC Kemi AB's sole warranty is that the product as supplied will meet our supplier's or ABIC Kemi AB's then current sales specifications. Using a product for any purpose beyond what is stated in the MSDS may impose obligations under the REACH-legislation.

ABIC Kemi AB SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE. Your exclusive remedy and ABIC Kemi AB's sole liability for breach of warranty is limited to refund of the purchase price or replacement of any product shown to be other than as warranted, and ABIC Kemi AB expressly disclaims any liability for incidental and consequential damages.

19. Dispute

Disputes arising of the agreement, amendments and additions to the agreement and any related legal matters shall be settled by arbitration in accordance with Swedish law. The arbitration shall take place in Stockholm.

However a party may bring legal proceedings in a public court concerning payment of undisputed amounts due under the contract and concerning other claims whose principal is less than four times the base amount.