

# General delivery regulations for gases.

01.01.2022



SKANDINAVISKA  
GASPRODUKTER

## 1. General conditions

These delivery regulations shall be applied when the parties have agreed in writing or otherwise. Deviations from the terms and conditions must be agreed in writing to be valid. Information in product information, price lists and similar documents as well as information provided in other ways are binding only to the extent that the parties' agreement expressly refers to them.

## 2. Definitions

Agreements or price lists mean the gas/refrigerated gas supply agreement drawn up between the Seller and the Buyer.

Bottled gas means gas that is stored under pressure in a closed container.

By Gas in Liquid Form is meant cooled gas, which at atmospheric pressure or under overpressure is in liquid form, for example liquid argon, liquid nitrogen, liquid oxygen, liquid carbon dioxide or liquid helium.

Packaging means containers for storing and transporting gas, such as gas bottles, gas bottle packages, pallets for gas bottles, transportable vessels, transportable tanks.

By Gas station, the Buyer means stationary equipment for the production, separation, storage or distribution of gas, for example a storage tank or gas mixer.

## 3. Orders

Each order constitutes a commitment to the Buyer and cannot be withdrawn, even before it has been approved by the Seller. The Seller is only obligated when the Seller has confirmed the order.

If, exceptionally, the Seller accepts in writing that an order is cancelled, a compensation must be automatically paid that corresponds to 20% of the price excluding VAT of the cancelled product, however at least SEK 2000 without affecting the Seller's right to demand, if necessary, a higher compensation for the damages calculated on this standard amount.

## 4. Quantity determination

Gas in Bottle is pressure determined at a temperature of +15°C. Stated gas volumes for compressed gases are a function of the gas cylinder's internal volume and nominal filling pressure considering gas-specific factors, unless otherwise specifically stated.

Gas in a bottle, which under pressure at room temperature is in liquid form, and gases dissolved in a liquid, e.g. acetylene, are quantified by weighing.

Gas in liquid form is quantified by weighing or volume measurement. Quantity is given either as weight in kilograms (kg), or as volume in either litres (l) in liquid form or cubic meters (m<sup>3</sup>) in gaseous form at +15°C and 1013 mbar. Conversion factors are provided by the Seller upon request.

## 5. Quality and documentation

Delivered gas must meet the Seller's specifications. The Seller provides such specifications at the request of the Buyer. For a separate fee, the Seller also provides quality certificates (Certificate of Conformity) and certificates of analysis (Certificate of Analysis), provided that this is requested when ordering.

## 6. Delivery conditions

Bottled Gas and Liquid Gas in Packaging are delivered Ex Works Seller's point of sale alt. Ex Works filling station at subcontractor.

The delivery point for Gas in Liquid Form in the Gas Station is the Gas Station's outgoing connection (valve, flange or equivalent), unless otherwise agreed. If the Buyer supplies a Gas Station or Packaging or if the Buyer has a system where Gas in Liquid Form circulates, the delivery point is the Gas Station's or Packaging's incoming connection.

The delivery terms must be interpreted according to the INCOTERMS applicable at the time of the conclusion of the agreement.

## 7. Reception

The Buyer must maintain a clear, passable and otherwise suitable road for long and heavy vehicles within its area to the Gas Station or reception location designated by the Buyer.

If the Buyer does not, for reasons other than those stated in point 14, contribute to the contractual delivery being able to take place, the Seller is entitled to compensation for waiting time and other costs caused by the Seller.

The Buyer and the Seller must check that the correct customer number and the correct amount of gas have been noted on the delivery note. The buyer, or recipient designated by the buyer, must be present at the time of receipt and without delay confirm the received delivery by signing the delivery note. Any deviations must be noted on the delivery note.

If the Buyer is not present at the time of receipt, the Seller must check that the information on the delivery note is correct. The seller must then mark on the delivery note that the buyer has not been present and as soon as possible thereafter notify the buyer that delivery has taken place. Such notification can take place by the Seller leaving the delivery note in a letterbox intended for the purpose or at another agreed location. The information in the delivery note shall therefore be considered correct unless the Buyer can demonstrate that these are incorrect.

## 8. Labelling of Equipment

The Seller has the right to provide the Equipment with its special features. The buyer does not have the right to remove or change such labels without the written consent of the seller.

## 9. Safety, care and supervision

The Buyer is obliged to follow the authorities' regulations and the Seller's instructions regarding the transport, storage and use of delivered gas as well as the care and supervision of the Equipment. The buyer must care for and carefully handle the Equipment. The Buyer is responsible for damage to or loss of Equipment, not caused by the Seller, while it is in the Buyer's possession. The Buyer must immediately notify the Seller in the event of a fault with the Equipment. The buyer shall take all reasonable measures to limit damage resulting from such failure. The seller must, when installing and dismantling Equipment and when delivering gas, follow the regulations issued by the authorities regarding health, environment and safety.

Gas bottle and gas bottle package must be returned to the Seller with residual gas pressure. The buyer is not entitled to compensation for such residual gas.

## 10. Price and price increase

All prices mentioned in price lists or agreements are exclusive of VAT. If, during the current contract period, additional taxes or fees that must be paid by the Seller appear in connection with the production, sale, storage, transport, installation or use of the gases, the Seller can invoice these amounts to the Buyer.

The seller reserves the right to notify in writing of an annual price increase which shall take effect thirty (30) days after the date such notification is sent. If the Buyer objects to the price adjustment, this must be notified to the Seller immediately in writing. In the event of an objection and if the parties cannot agree within thirty days of the Buyer notifying his objection, the Seller may choose to terminate the contract (if such exists) or refuse deliveries within ninety (90) days of the said announcement with three (3) months' notice, or to continue the agreement/deliveries according to previous conditions.

The seller reserves the right to notify in writing of supplementary price increases, regardless of current agreement, in addition to the annual price increase regarding products that are considered to be in short supply, products where a fixed price cannot be guaranteed for a period longer than three (3) months at a time. The price increases are based on adjustments to market prices made by controlled authorities and availability of the product. The price increase shall take effect thirty (30) days after the date such notice is sent unless the Buyer objects in writing

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within that period. In the event of an objection and if the parties cannot agree within thirty days of the Buyer notifying his objection, the Seller may choose to terminate the agreement within ninety (90) days of said announcement with three (3) months' notice, or to continue the agreement as previously terms.

Subscription fees, delivery costs and security as well as handling costs are not index-regulated but must follow cost growth in the sector.

The price can be adjusted during the contract period in the event of a deviation in the SEK currency against the Euro (€). The prices will be adjusted in the event of a deviation of more than 5% of currency quotations made on the day of delivery/day of signing the delivery agreement.

## 11. Payment terms

The seller applies the price and payment terms applicable on the day of delivery. These are shown in the Seller's price list. This also shows invoicing, delay, demand or other fees applied by the Seller, as well as late payment interest. Applicable is 30 days net counted from the day the product has been delivered to the Buyer.

## 12. Error

If the Seller has delivered faulty gas, the Seller is obliged to deliver fault-free gas promptly and at no cost to the Buyer.

If the Seller has not delivered defect-free gas within ten days after receiving a written reminder, the Buyer has the right to cancel the contract as far as the faulty delivery is concerned.

## 13. Complaint

The Buyer may claim that the supplied gas is faulty, only if he has reported this to the Seller without delay after he noticed or should have noticed the fault. The complaint must contain a description of how the error manifests itself.

If the Buyer does not complain within one month of delivery, he loses the right to make valid claims due to the defect. If the Buyer complains and it turns out that there is no fault for which the Seller is responsible, the Seller is entitled to compensation for the work and the costs that the complaint caused the Seller.

## 14. Product liability

The Buyer shall indemnify the Seller to the extent that the Seller is held liable to third parties for such damage or loss for which the Seller is not liable to the Buyer according to the second paragraph of this clause.

The seller is not responsible for damage or loss caused by delivered gas or Equipment

a) to real or personal property or the consequences of such damage or loss, if the damage or loss occurs while the gas or Equipment is in the Buyer's possession, or

b) on products manufactured by the Buyer or on products in which the Buyer's products are incorporated, or for damage or loss to property, which these products cause due to characteristics of supplied gas or Equipment.

Said limitations in the Seller's liability do not apply if the Seller caused the damage or loss through gross negligence.

If a third party makes a claim against the Seller or the Buyer for compensation for damage or loss referred to in this clause, the other party must be notified immediately.

The Seller and the Buyer are obliged to agree to the court or arbitration panel that deals with compensation claims against either of them if the claim is based on damage or loss allegedly caused by delivered gas or Equipment. However, the mutual relationship between the Buyer and the Seller shall always be determined in accordance with clause 21.

## 15. Grounds for exemption

If the performance of the agreement is prevented or unreasonably burdensome by any circumstance, such as war, government intervention, rebellion, unrest, restrictions in energy supply, labour market disruptions, prohibitions, restrictions, non-appearance of permits, accidents, machine

breakdowns, unfavourable transport or weather conditions, interruptions or disruptions in public telecommunications, restrictions in the supply of motive power, the affected party shall be released from its obligations to the corresponding degree. Errors in or delays in deliveries due to failed analyses, raw material shortages from subcontractors, which are caused by such a circumstance, the affected party shall be released from its obligations to the corresponding degree.

The above-mentioned circumstances constitute grounds for exemption only if that party could not reasonably have foreseen such a circumstance at the time of the conclusion of the agreement and the consequences of which he cannot reasonably avoid or overcome either. A party that wishes to invoke grounds for exemption shall without delay notify the other party in writing of its occurrence, as well as of its termination.

Regardless of what otherwise follows from these provisions, each party has the right to cancel the agreement, by written notice to the other party, if fulfilment is combined for more than six (6) months of exemption grounds specified in the first paragraph of this clause.

## 16. Delayed Delivery

If the Seller is delayed with its delivery for a reason other than what is stated in clause 15, and the delay is not due to the Buyer's act or omission, the Buyer is entitled to a penalty. In this case, the following maximization of the penalty amount applies:

0.5% of the agreed price for the delayed delivery for each full week that the delay lasts up to a maximum amount equal to 7.5% of the agreed price. If only part of the delivery is delayed, the penalty shall be calculated on the part of the price that relates to the part of the delivery that is delayed.

## 17. Limitation of Liability

The seller has no responsibility beyond what is expressly stated in these terms and conditions. This applies to any form of loss including, but not limited to, loss of production, loss of profit or other consequential economic loss. However, this limitation of the Seller's liability does not apply if he caused the damage through gross negligence.

## 18. Termination

Either party has the right to terminate the agreement if the other party materially violates the terms of the agreement and does not take corrective action within thirty (30) days of receiving a written request.

## 19. Miscellaneous

The Seller reserves the right to refuse delivery to the Buyer even if such delivery is covered by an agreement, if the Buyer does not have the necessary permits or if for other reasons the delivery would contravene safety regulations issued by the authority or by the Seller.

## 20. Personal data

The seller processes personal data about the buyer in order to be able to provide the agreed service/product, administer the contractual relationship of the parties, for marketing purposes (includes direct marketing), for customer profiling and invoicing, etc. By providing personal data (includes social security number where applicable) in connection with the agreement entering into consents the buyer to such processing of personal data. The Buyer has the right to receive information about which personal data is processed by the Seller. The Seller is further obliged to correct incorrect personal data at the request of the Buyer.

## 21. Dispute

Any dispute between the Buyer and the Seller shall be finally settled according to the International Chamber of Commerce's arbitration rules by one or more arbitrators appointed in accordance with these rules. The arbitration shall take place where the Seller has its registered office, where applicable legislation shall apply. Since the Buyer is to be considered a consumer, the dispute must be settled in a general court.