

November 2000

### General Terms of Purchase for Nordic Sugar

The following General Terms of Purchase shall apply to all deliveries of goo NS and services to Nordic Sugar (NS), unless other written agreements have been entered into.

NS' General Terms of Purchase shall apply exclusively to the relationship between the parties, and any terms of sale or delivery of the supplier that are contrary to the General Terms of Purchase shall not apply to the relationship between NS and the supplier. This shall also be the case even if NS does not expressly refute the said terms of sale and delivery, or receives a delivery from the supplier and/or makes payment to the supplier.

#### 1. Conclusion of agreements

- 1.1. Orders are only binding if submitted in writing or electronically and contain either prices or refer to a framework agreement.
- 1.2. A delivery note shall be enclosed with every delivery of goods. The note shall specify NS' order number, order data and product code (if applicable) or other product specification as specified in the order.
- 1.3. All invoices and other correspondence shall state NS' specific order number and any product codes.
- 1.4. The order will only be binding for NS if an order confirmation has been sent to NS within 8 days of the order date.
- 1.5. By confirming or effectuating the order, the supplier accepts NS' General Terms of Purchase.
- 1.6. Deviations from and/or supplements to the order specifications will only apply if agreed upon in writing.
- 1.7. Work to be executed at NS' locations of operation shall closely adhere to any rules applying to work by external persons on NS' property that are in force for that location.

#### 2. Place, time and terms of delivery

- 2.1. The place of delivery for all orders is the delivery address indicated in the order.
- 2.2. Unless otherwise stipulated by agreement, all orders shall be delivered DDP (Inco Terms 2000) to the delivery address stated in the order.
- 2.3. Delivery in instalments may take place only by specific agreement.
- 2.4. The time of delivery stipulated by NS in the order must be closely observed. Late deliveries or deliveries with substantial defects/deficiencies shall entitle NS to cancel the order and release NS from any obligation to pay for any work that has been

commenced on the order.

- 2.5. If the provision of a guarantee has been agreed upon, the supplier's guarantee must be unconditional and payable on NS' demand.

3. Prices and terms of payment

- 3.1. Agreed prices are constant and are not subject to price-index adjustment.
- 3.2. Unless otherwise defined for the specific order, the price indicated in the order shall include any necessary packaging and/or other protection.
- 3.3. Payment shall be made after the order has been received, and payment shall fall due in the month of invoice plus 30 days after the invoice date, unless otherwise agreed in the specific order, cf. also item 6.3.
- 3.4. The supplier may not charge fees for handling, invoicing or similar.

4. Deviations in quantity

- 4.1. NS may refuse to accept a delivery if the excess/deficient delivery is more/less than 5% of the amount stipulated in the specific order. The decisive factor in this respect is exclusively NS' inspection on receipt.

5. Delay

- 5.1. The supplier is obliged to provide a written, justified statement to the customer as soon as the supplier can foresee that a delay may occur.
- 5.2. If the time of delivery cannot be kept for reasons that are not due to NS' situation, the supplier shall pay a penalty of 1% per week or any part thereof of the total price stated in the specific order which has been delayed, regardless of whether an instalment of the specific order has been delivered on time. The total of all daily penalties for delays may not exceed 10% of the specific order's total price, however.
- 5.3. NS has the right to terminate the agreement if the delay is substantial. A delay will always be considered substantial if NS is entitled to claim a full penalty in accordance with item 5.2, and the product or service has not yet been delivered.
- 5.4. NS' penalty claim does not lapse for as long as the claim has been made in writing within 3 months of the time of delivery of the specific order.

6. Quality control, certificates, etc.

- 6.1. NS has the right to examine the purchase prior to and after delivery. This inspection must take place no later than 1 month after the time of delivery. If defects/deficiencies are discovered during this inspection, NS shall inform the supplier thereof within 1 month of the discovery of the defect/deficiency.
- 6.2. The supplier is responsible for ensuring that the delivery complies with the standards of quality laid down by NS or official bodies.

6.3. Public permits, material certificates, official documents, technical documentation, CE certificates, etc., are an integral part of the delivery and shall be submitted simultaneously with the delivery and shall be written in the language of the location of operation that has placed the order. Invoices do not fall due for payment until accompanying certificates, etc., have been received by NS.

7. Guarantee and defects/deficiencies

7.1. The supplier guarantees that the delivery meets the standards of quality stipulated by NS or official bodies (the national public authorities of the operating location's country or the EU authorities), and that the delivery is not defective or deficient.

7.2. The supplier provides NS with a 24-month guarantee starting from the date of receipt of the delivery at NS' delivery address. The supplier guarantees the delivery of spare parts for 10 years from the date of delivery.

7.3. In the event that a defect/deficiency in the order is discovered within the guarantee period, NS is entitled to demand repair of the defect and/or redelivery at the expense of the supplier. NS may also demand a price reduction. If the defect/deficiency is significant, NS shall be entitled to cancel the purchase. NS' claims in accordance with item 7.3 must be submitted in writing no later than 3 months after the defect/deficiency is discovered. If the supplier has repaired the product or corrected a piece of work, in addition to the terms stated in item 7.2 a new guarantee period of 6 months shall apply from the date on which the repair was completed and approved by NS.

8. Compensation

8.1. In the event of delay, deviations in quantities or substantial defects/deficiencies, NS may request compensation as laid down in the national legislation or legal practice for direct losses of the country of the operating location which placed the order. This shall apply regardless of whether the breach of terms has given rise to the payment of penalties.

9. Product liability

9.1. To the extent that NS is obliged to pay compensation for damage caused by the supplier's deliveries, the supplier is obliged to compensate any loss incurred by NS which can be attributed to such damage, as well as to accept a summons by the same court of law or arbitration tribunal as has been assigned to hear the product liability claim filed against NS.

10. Materials, etc., made available by NS

10.1. Drawings, sketches, models or special tools which have been paid for in total or part by NS or placed at the disposal of the supplier by NS for use in manufacturing the delivery shall be the property of NS, and may not be used by the supplier for any other purpose than production for NS.

11. Choice of applicable law and legal venue
  - 11.1. In all other respects, the regulations set out in the national purchase law of the country of the operating location which placed the order shall apply to deliveries between the supplier and NS, in so far as the above terms do not deviate from said regulations.
  - 11.2. Any disputes between the parties arising from the order or from its delivery shall be settled in accordance with the national law of the operating location which placed the order before Sø- og Handelsretten i København (Denmark), by arbitration in accordance with the simplified rules of arbitration of Sydsvenska Handelskammarens Skiljeråd in Malmö (Sweden) and before Landgericht Stralsund (Germany).

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Nordic Sugar  
Purchasing and Group Coordination