

General Terms and Conditions – Business

Heating oil, fuels and lubricants



1. GENERAL INFORMATION

These General Terms and Conditions (Terms and Conditions) apply to all offers, agreements, orders, order confirmations, sales and deliveries from DCC Energi A/S (referred to as DCC) for the following product areas including the products' associated services:

- Heating oil and fuels
- Lubricants

In addition to these General Terms and Conditions, the following product-specific Additional Terms and Conditions apply:

- Heating oil and fuels
- Lubricants
- Loan of tanks and equipment

Generally, DCC always reserves the right to refuse trade without further reason being given.

The General Terms and Conditions take precedence over the Additional Terms and Conditions. If the parties have made a separate written agreement, such agreement will apply in addition to these Terms and Conditions, it being understood that the provisions of any such written agreement will take precedence over the provisions of the General Terms and Conditions and of the Additional Terms and Conditions.

If the Buyer places an order verbally, the agreement will be deemed to have been concluded when the Buyer placed the order. If the parties have made a written agreement, the agreement will be deemed to have been concluded at the date of either the written agreement or DCC's order confirmation of an order placed by the Buyer.

If the Buyer's order forms, emails or the like contain the Buyer's general terms and conditions or provisions, only DCC's Terms and Conditions apply.

Any written agreement between the parties, these Terms and Conditions and the Additional Terms and Conditions must not be derogated from unless DCC has given its specific and written consent.

The Buyer enters into a trading relationship with:

DCC Energi A/S
Nærum Hovedgade 8, DK-2850 Nærum
CVR no. 32 14 18 46, phone +45 7010 2200
dccenergi.dk

The fact that DCC may not exercise its powers under this agreement (the parties' written agreement, if any, these Terms and Conditions and the Additional Terms and Conditions), the Danish Sale of Goods Act (Købeloven) or current practice will not prevent DCC from subsequently exercising such power(s).

DCC may amend a customer's terms in the agreement with the customer, these Terms and Conditions or the Additional Terms and Conditions at any time by giving 14 days' notice. This applies to all terms including, but not limited to, discounts, bonuses, Platts prices, terms of payment, invoicing dates, etc.

The General Terms and Conditions and the Additional Terms and Conditions in force at any time are available at dccenergi.dk/handelsbetingelser.

2. DELIVERY

DCC aims at making delivery within the time of delivery stated. However, any time of delivery stated or indicated in general, for example on the website, is for guidance only. During winter, the Buyer must ensure that the area is cleared of snow and ice, so that it is possible to deliver/unload the goods safely.

Late delivery

If the parties have agreed that delivery is to be made at a specific time, any late delivery will not entitle the Buyer to cancel the relevant order until the Buyer has given written notification to DCC stating a reasonable time limit for delivery and stating that the Buyer intends to cancel the relevant order if delivery is not made within this time limit.

If delivery is not made within the time limit determined by the Buyer, the Buyer will then be entitled to cancel the relevant delivery by giving written notification to DCC. The Buyer must not raise any other claims, including claims for damages, in the event of late delivery.

If one delivery is late, the Buyer will not be entitled to cancel earlier or later deliveries, nor to terminate them for breach.

If the Buyer's circumstances have caused the late delivery, the time of delivery will be extended to the extent deemed reasonable under the circumstances.

3. OWNERSHIP AND TRANSFER OF RISK

When DCC is in charge of delivery, the ownership and risk of the goods will pass to the Buyer on delivery at the Buyer's address for drum goods and in the Buyer's tank for bulk goods. If the Buyer collects the goods, or if the parties have agreed on a specific incoterm, the ownership and risk will transfer on collection from depot, works, shipside, etc.

Irrespective of whether delivery has been made, DCC will retain right of ownership of the delivered goods until payment has been made.

Delivery may be made without the Buyer or its representative being present to acknowledge receipt.

4. COMPLAINTS

Immediately after delivery, the Buyer must check the contents of the delivery note, that the ordered quantity has been delivered and that the delivery in general, including in terms of quality, is consistent with the agreement. If this is not the case, the Buyer is obligated to immediately notify DCC thereof in writing.

If the Buyer does not complain immediately after the Buyer has or should have identified a quality or quantity defect in the delivered products and in any case no later than five days after delivery, the Buyer cannot later complain about defects in the delivery.

If the Buyer's and DCC's measurements of the delivered quantities are not consistent, DCC's measurement result will be deemed to be the correct result unless it can be established that DCC's measuring instruments or measuring methods are faulty to such an extent that they significantly affect the measurement result.

5. REMEDIES FOR DEFECTIVE PERFORMANCE

DCC may, at its own option, remedy any defects by subsequent delivery/redelivery within a reasonable time or by granting the Buyer a proportionate reduction in the purchase price.

The Buyer will not be entitled to any further remedies for defective performance if DCC remedies the defective performance by subsequent delivery/redelivery or by granting the Buyer a proportionate reduction.

If DCC fails to remedy the defective performance or to make subsequent delivery/redelivery within a reasonable time, the Buyer may cancel the order in respect of the defective part of the delivery. Accordingly, defects in one delivery will not entitle the Buyer to cancel the entire agreement, nor to terminate it for breach.

The Buyer must not exercise any other remedy for defective performance. As stated below, DCC is never liable for any indirect or consequential damage.

6. PRODUCT AND SAFETY DATA SHEETS

The Product and Safety Data Sheets are available at dccenergi.dk.

7. PRICES

All prices are in Danish kroner excluding VAT and direct and indirect taxes. The price is stated per unit. DCC's quantity differentiation and order deadlines are available at dccenergi.dk. All prices are subject to pricing and typographical errors.

8. TAXES, CURRENCY ADJUSTMENTS AND OTHER MEASURES

The applicable taxes are available at dccenergi.dk.

In the event of changes to and/or the introduction of (new) import duties, EU taxes or other public taxes which are imposed on DCC, DCC will be entitled to pass them on to the Buyer. The same applies in the event of changes to and/or introduction of taxes, contributions, including, but not limited to, voluntary industry schemes/pools such as the energy savings scheme and the tank insurance scheme and other similar schemes, fees or the like and in the event of currency adjustments.

Further, an amount corresponding to DCC's estimated costs may be added to the price in the event of the introduction of new regulations or public enforcement or prohibition notices concerning the contents, processing or production method of the goods, including, but not limited to, costs for fulfilling requirements for the reduction of greenhouse gases under the Danish Biofuels Act (Biobrændstofdoven).

For further information, including the rules on tax exemptions and refunds, please refer to newsletters and guides at skat.dk.

9. CREDIT AND PAYMENT

The terms of payment are stated on the invoice. Any late payment is essential and entitles DCC to terminate the

collaboration without notice.

DCC credit rates all customers on a regular basis. DCC reserves the right to obtain information from banks, credit information agencies, credit insurance companies, Debitor Registret A/S and RKI Kreditinformation A/S on a regular basis. The information forms the basis of an individual credit-worthiness assessment. DCC may require a bank guarantee or prepayment during any contract period without notice and without further reason being given. If the Buyer fails to provide a bank guarantee or make prepayment, DCC will be entitled to discontinue delivery at any time. This also applies to orders that DCC has confirmed to deliver.

If DCC requires a bank guarantee or prepayment during a contract period, the Buyer will be entitled to withdraw from the agreement.

To be made on time, payment for deliveries received must be available to DCC on the due date. In the event of breach of the terms of payment, DCC will charge monthly default interest on the outstanding balance, corresponding to Danmarks Nationalbanks lending rate + 8% p.a., in accordance with current legislation until payment of the outstanding amount has been made.

If DCC does not receive outstanding amounts on time and has to send a payment reminder, DCC will charge a fee of DKK 100.00 excluding VAT for each payment reminder. DCC will not make any new deliveries if the Buyer has an overdue balance.

DCC and DLG a.m.b.a. and any company that is part of the same group as DCC Holding Denmark A/S, including, but not limited to, DCC Energi Mobility A/S, and any company that is part of the same group as DLG a.m.b.a., including, but not limited to, DLG Vet I/S, DLG Service A/S and DLG Tele I/S, are entitled to set off their own claims against the customer against the customer's receivables from DLG and/or the above companies.

Any set-off will be made without prior notification. For further information on set-off, please contact DCC.

For customers who are co-invoiced through DLG, please see DLG's general terms and conditions and terms of delivery, which are available on DLG's website dlg.dk.

10. INVOICING THROUGH THE DLG GROUP

In relation to customers who are also customers of the DLG Group, DCC has concluded a collaboration agreement with DLG a.m.b.a. concerning the sale of coloured diesel products and with DLG Service A/S concerning the sale of other DCC products.

The collaboration means that DLG a.m.b.a. may invoice customers covered by the collaboration for DCC's deliveries to the Buyer of both coloured diesel products and other DCC products. In such cases, the Buyer may and must pay for the deliveries in full discharge to DLG a.m.b.a. according to the invoice sent by DLG a.m.b.a. and in accordance with the terms of payment stated on the invoice. DCC continues to be responsible for the delivery to the Buyer, and any complaints concerning the delivery must be addressed to DCC.

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The Buyer does not have a right to be covered by invoicing through the DLG collaboration as set out above, and, therefore, at DCC's option, the Buyer may have to pay for coloured diesel products and other DCC products according to an invoice issued directly by DCC to the Buyer.

11. LIABILITY IN DAMAGES

The following provisions concerning DCC's liability in damages applies without prejudice to the other provisions of these Terms and Conditions.

DCC is only liable for damage or loss resulting from defects in delivered products and damage or injuries caused by a defect in delivered products if the damage or loss is due to actionable errors or negligence on the part of DCC.

If goods delivered by DCC cause personal injury as a result of a defect in the goods, DCC will be liable only as required under mandatory rules of law.

It is a condition for DCC's liability in damages that the Buyer has strictly followed DCC's and/or the manufacturer's instructions.

DCC is not liable for damage or loss of any kind arising out of any advice provided by DCC and market orientations or assessments published by DCC, for example on DCC's website.

DCC's liability in damages will not exceed DKK 10 million in each individual case (damage/delivery) – neither for product liability nor any liability for defects – and will not exceed DKK 20 million on an annual basis in relation to an individual Buyer. If and to the extent that DCC may be held liable in damages to a third party, including for product liability resulting from goods delivered to the Buyer, the Buyer will be obligated to indemnify DCC for such damage or loss for which DCC is not liable in damages in accordance with the above.

If a third party raises a claim against DCC or the Buyer for liability in damages under this provision, the affected party must immediately notify the other party thereof in writing. Further, the Buyer will be obligated to be sued as a co-defendant in the proceedings before the court or arbitral tribunal hearing the claim raised against DCC based on damage or an injury caused by a product.

Irrespective of whether DCC may be held liable to the Buyer or a third party under the product liability rules or as a result of late or defective delivery, DCC will not under any circumstances be liable for indirect losses, including, but not limited to, operating losses, loss of profit, loss of goodwill and losses resulting from the Buyer's failure to fulfil its contractual obligations to a third party.

Further, DCC is not liable for expenses and losses associated with the repossession/withdrawal (by the Buyer or subsequent resellers) of a product sold by the Buyer, including if the Buyer's product is manufactured using products delivered by DCC.

12. LIABILITY – CONSEQUENTIAL DAMAGE

DCC is not liable for damage, including oil spill damage, resulting from defects in the Buyer's tank system, including

failure to empty it, inadequate cleaning or incorrect storage, which also applies to drummed or packaged goods.

DCC is not liable for damage or loss resulting from late delivery or dry running if the customer is registered for degree-day delivery, date delivery or other forms of automatic delivery of fuel and oil.

DCC is not liable for losses resulting from backorders of lubricants.

13. FORCE MAJEURE

DCC's delivery obligation will be postponed, limited or terminated if and to the extent that force majeure or similar circumstances delay, impede or prevent delivery.

Force majeure or similar circumstances include, for example, government intervention or intervention by local authorities, public regulations, seizure of property, (local) strikes, blockades and/or lockouts, slowdown, export or import bans, natural disasters or (local) bad weather conditions, snow and ice difficulties, shortage of goods, fire, (local) breakdown of machinery, (local) shortage of means of transport, manpower, war, riots, civil unrest, quarantine measures, import or export bans on raw materials or finished goods in Denmark or abroad, delays of ships or tank trucks used for delivery, traffic and operational disruptions in general, production difficulties/reduced production and delivery from DCC's suppliers and measures of any kind taken by public authorities or by authorities comparable there-to.

If one of DCC's usual suppliers of fuel, oil or other products closes its production facility and in other cases of production difficulties/reduced production and delivery from DCC's suppliers, DCC will be entitled to demand payment from the Buyer to cover DCC's increased costs for the procurement and delivery of the products.

14. TRANSFER OF RIGHTS AND OBLIGATIONS

The Buyer is not entitled to transfer its rights and obligations under the order placed and the terms agreed under it to a third party without having obtained DCC's written consent to do so.

DCC may transfer its rights and obligations to a third party on unamended terms for the Buyer in general or to ensure order fulfilment.

15. CONFIDENTIALITY

The agreed prices, terms and conditions are confidential and must not be disclosed to any third party.

16. DISPUTES

Danish law applies to the legal relationship between the parties. Any dispute arising out of the agreement, including disputes about the existence or validity of the agreement, must be brought before a court in DCC's jurisdiction. DCC is, however, entitled to institute proceedings against the Buyer in its jurisdiction if the Buyer has defaulted on its payment obligation.

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17. PRIVACY POLICY

The privacy policy in force at any time is available at dccenergi.dk/privatlivspolitik.