

**1 MARCH 2021****GASUM GROUP'S GENERAL TERMS AND  
CONDITIONS FOR GAS FUEL SALES IN  
NORDICS****DEFINITIONS**

**Agreement** – means the fuel sales agreement between Seller and Buyer.

**Affiliate** – means a legal entity which (i) controls through ownership or other voting rights the Party either directly or indirectly, or (ii) is controlled either directly or indirectly by the Party

**Buyer** – means a business customer of Seller named in the Agreement as Buyer

**GasCard** – means a charge card issued by Seller to Buyer usable as a payment instrument exclusively at Seller's filling stations

**GasCard Terms and Conditions** – mean Seller's GasCard - CHARGE CARD AGREEMENT TERMS AND CONDITIONS FOR BUSINESSES which are made part of the Agreement

**General Terms and Conditions** – mean these Gasum Group's general terms and conditions for gas fuel sales in Nordics

**Nordics** – mean Finland, Sweden, and Norway

**Parties** – mean Seller and Buyer

**Party** – means either Seller or Buyer

**Product** – means one of the Products

**Products** – mean the various gas fuel products sold at Seller's filling stations

**Seller** – means the Gasum Group company named in the Agreement as Seller.

**SALE OF PRODUCTS**

Seller sells, and Buyer purchases Products sold at Seller's filling stations open for public at any given time. However, the Buyer has no obligation to buy and the Seller no obligation to sell any determined quantity of the Product(s) or any specified Product.

**PRICING AND PAYMENT**

Pricing of the Products is described in the Agreement.

Payment term and invoicing conditions are set out in the Seller's GasCard Terms and Conditions.

**PRODUCTS**

Seller sells as Products liquefied natural gas ("LNG") and compressed natural gas ("CNG"), or as renewable fuels liquefied biogas ("LBG") or compressed biogas ("CBG"). Seller also sells Products which are a mixture of natural gas and biogas whether in gaseous or liquefied form.

The quality of the Products shall comply with a product data sheet made part to the Agreement.

Seller uses a massbalance system, certificates or guarantees of origin in compliance with applicable rules to verify that any LBG or CBG volume sold to Buyer as renewable fuel has been physically produced and that the sold volume will be used in the relevant massbalance system, or the certificate or guarantee of origin cancelled.

LBG or CBG may or may not be physically contained in the Products.

**REFERENCE**

The Parties may use each other's names as a reference in their marketing and other communications if the other Party consents to such use.

**SAFETY**

Buyer shall undertake to comply with the safety regulations, legislation and guidelines relating to gas handling, use of cryogenic (LNG) and other equipment and appliances part of Seller's filling stations. Seller makes available written safety instructions at its filling stations. Buyer shall comply with Seller's instructions including using proper safety gear when filling and performing other permitted actions at the filling stations.

**FORCE MAJEURE AND DISCONTINUATION OF SALES**

Force majeure shall mean events beyond a Party's control that could not be reasonably taken into consideration in advance and that during their existence or thereafter prevent or considerably hinder the performance of the contractual obligations and where such hindrance cannot be reasonably prevented or eliminated. Force majeure events include, without limitation, fire, explosion, pandemic, flood, earthquake, government order, war or mobilization, unforeseen large-scale military call-up, confiscation, import ban, force majeure experienced by gas supplier, currency restrictions, restrictions in access to power, general shortage of raw materials or supplies, strike, labor dispute or other circumstance beyond the Parties' control. A force majeure event shall postpone the fulfilment of contractual obligations for the period of the event's existence or for the period necessary to eliminate the consequences of the event.

Seller shall not be liable for any loss or damage arising from the events described in this clause.

**CONFIDENTIALITY AND NON-DISCLOSURE**

The Parties agree not to disclose any confidential information to any third party except their Affiliates and professional advisors such as terms and conditions and given discount without the prior written consent of the other Party. Confidential Information shall not include any information which (when used or disclosed) has been made public other than through a breach of the Agreement or has been or could have been lawfully acquired (other than pursuant to the provisions of this clause) by the Party or persons using the same or to whom disclosure is made.

**TERMINATION**

Either Party shall have the right at any time by giving notice in writing to the other Party to terminate the Agreement;

- in case of a material breach of the terms, conditions or provisions of the Agreement and General Terms and Conditions; or
- if the other Party becomes insolvent or enters into bankruptcy or liquidation whether compulsorily or voluntarily (other than voluntary solvent liquidation for the purposes of reorganisation) or becomes subject to any insolvency process or a procedure similar to the foregoing.

**LIABILITY AND LIMITATION OF LIABILITY**

A Party shall be liable for direct damage caused by it to the other Party. A Party shall not be liable for any indirect or

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consequential damage caused to the other Party such as loss of profit, breach of contract with third parties, and cost of substitute equipment. Seller's liability arising from a direct damage or loss caused to Buyer shall, however, in aggregate be limited to an amount of EUR 25,000 or a corresponding amount exchanged to national currency of the country of Seller's incorporation.

The limitations of liability referred to in this section shall not apply if the damage was caused intentionally or with gross negligence or arises from a breach of confidentiality obligations.

#### **GOVERNING LAW AND DISPUTE RESOLUTION**

The Agreement (including these Terms and Conditions) is governed by the laws of Seller's country of incorporation without regard to its principles and rules on conflict of laws but expressly excluding all of the following if applicable; United Nations Convention on Contracts for the International Sale of Goods, the Swedish Sale of Goods Act (1990:931), the Finnish Sale of Goods Act (355/1987), and the Norwegian Sale of Goods Act (LOV-1988-05-13-27).

The Parties shall attempt to resolve all disputes relating to this Agreement by negotiations. If the Parties fail to resolve the disputes through negotiations, any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Finland Chamber of Commerce. The arbitral tribunal shall be composed of a sole arbitrator. The seat of arbitration shall be the capital of Seller's country of incorporation. The language to be used in the arbitral proceedings shall be English.

#### **ASSIGNMENT**

Buyer shall not have the right to transfer or assign the Agreement without the prior written consent of Seller.

Seller shall have the right to assign the Agreement to an Affiliate or to a third party to which the business concerning Seller's filling stations or sale of Products has been transferred to.