



GENERAL TERMS AND CONDITIONS SALE OF LUBRICANTS

(Applicable from 26 September 2025)

1. Applicability

These provisions shall apply to supply agreements between Preem AB (publ), company registration number 556072-6977, (hereinafter the “**Seller**” or “**Preem**”) and the purchaser (hereinafter the “**Purchaser**”) unless the parties have agreed, in writing, on terms that deviate from these terms and conditions.

2. Modification of terms and conditions

These general terms and conditions shall remain in force until further notice and the Seller shall be entitled to modify these terms and conditions on thirty (30) days’ notice. Information to the Purchaser regarding the modifications shall be provided on the Seller’s website, <https://texaco.preem.se>, and/or in another appropriate manner. By ordering products as from the stated date of applicability, the Purchaser accepts the new terms and conditions. If the Purchaser does not accept the new terms and conditions, the Purchaser shall be entitled to terminate the agreement.

In the event the conditions on which the agreement is based materially change due to events beyond a party’s control or the conditions are otherwise insufficient and the terms and conditions of the agreement become unreasonably burdensome or detrimental to a party, the party shall be entitled to demand renegotiation of the agreed terms and conditions. Any such demand shall be made in writing, stating the reasons on which the party bases its demand for renegotiation of the terms and conditions of the agreement. In the event that the parties are unable to agree in conjunction with any subsequent negotiations for adjustment within one (1) month from the date on which a party demanded renegotiation, either party shall be entitled to terminate the agreement on two (2) months’ notice of termination.

3. Quotation

Unless otherwise specified in the quotation, all quotations are valid for the duration of the business day.

4. Premature termination of the agreement

Either party shall be entitled to terminate the agreement in writing, with immediate effect, and/or immediately limit its performance under the agreement, where:

- a) the other party breaches any provision of the agreement and, where the breach can be cured, fails to cure the breach within fifteen (15) days despite a written demand to do so;
- b) the other party breaches a material provision of the agreement, or where there is any circumstance which jeopardises the due performance of the other party’s obligations under the agreement; or
- c) the other party suspends its payments, commences company reorganisation, commences composition proceedings, is placed into bankruptcy or files for bankruptcy, is placed into insolvent liquidation, or can otherwise be deemed to be insolvent.

The Seller shall at all times be entitled to terminate the agreement with immediate effect and/or immediately limit its performance under the agreement where, in the Seller’s opinion: (i) the Purchaser fails to perform, or there is reasonable cause to believe that the Purchaser will fail to perform, its obligations under the agreement; (ii) the ownership structure of the Purchaser directly or indirectly changes in a manner which cannot reasonably be accepted; or (iii) the Purchaser, in whole or in part, divests or otherwise changes the focus of its business in a manner which alters the conditions for continued cooperation.

In the event of grounds for premature termination of the agreement, the Seller shall be entitled to declare all debts, or parts thereof, and all other outstanding amounts, to be immediately due and payable.

Notice of termination of the agreement must be made in writing.

5. Credit

The granted credit limit may not be exceeded. In the event the credit limit is exceeded, the Purchaser shall immediately pay, on the Seller’s demand, any outstanding invoices (regardless of due date) to the extent necessary to reduce the debt to an amount corresponding, at a maximum, to the applicable credit limit.

Renewed credit checks are carried out on a regular basis and the Seller reserves the right to increase or decrease the credit limit based on the Purchaser’s financial status or other relevant circumstances. In the event that the Seller is of the opinion that there has been a significant deterioration in the Purchaser’s creditworthiness, or if the Purchaser, on repeated occasions, fails to stay within the credit limit granted by the Seller, the Seller shall be entitled to terminate the agreement with immediate effect and/or immediately limit its performance under the agreement. Upon the Seller’s request, the Purchaser shall lodge additional satisfactory security, in the form of bank guarantees, sureties, floating charges and/or mortgages, for its credit and/or other current and future undertakings and obligations under the agreement. In the event the Purchaser does not lodge additional satisfactory security following such a request from the Seller,

the Seller shall be entitled to terminate the agreement with immediate effect and/or immediately limit its performance under the agreement.

Upon the Seller's request, the Purchaser shall provide interim accounts or audited annual accounts or other relevant financial information to enable the Seller to monitor the Purchaser's creditworthiness. Such information shall be provided to the Seller without delay, and under no circumstances later than thirty (30) days from the date of Preem's request for such information.

6. Tax

In the event the Purchaser purchases products exempted from VAT and excise duty from the Seller, the following shall apply. The Purchaser shall be responsible for providing correct information to the Seller, from time to time, regarding the Purchaser's reporting obligation for taxes. The Purchaser shall submit its VAT registration number in ample time prior to delivery or collection. The Seller reserves the right to deny a request from the Purchaser to change its VAT registration number after delivery or collection.

In the event the products are transported to a location outside of Sweden by the Purchaser or a carrier retained by the Purchaser, the Purchaser shall before delivery inform the Seller that the products are to be exported and who will carry out the transport. In addition, the Purchaser shall, not later than seven (7) days after the products have arrived in the country of destination, and otherwise at the Seller's request, provide the Seller with documentation which verifies that the products have left Sweden.

The Seller shall always be entitled to invoice the Purchaser, in arrears, for from time to time applicable taxes as well as applicable customs duties. The Purchaser shall also hold the Seller harmless from damage or loss, including, but not limited to, any interest, tax surcharge and other costs incurred by the Seller due to the Purchaser's breach of the obligations in this clause.

In the event the Purchaser breaches the provisions of this clause, the Seller shall be entitled to terminate the agreement with immediate effect and/or limit its performance under the agreement.

7. Delivery

Delivery shall be made following an order, and a delivery of packaged products is ordinarily ready for delivery to a customer from the Seller's warehouse in Gothenburg within five (5) business days from the date on which the Seller received the order. Delivery of bulk lubricants (so-called unpackaged products) is, however, ordinarily ready for delivery to a customer from the Seller's warehouse in Gothenburg within ten (10) business days from the date on which the Seller received the order.

Orders can be made by telephone to SMO support (010-450 19 00), by email to smobest@preem.se, through Preem's Customer Portal, or through Automated Deliveries pursuant to separate agreement. An order is binding on the Seller only to the extent, and at the time, stated in the order confirmation (acceptance).

Unless otherwise stated in the agreement, the products are delivered as follows: (i) products collected by the Purchaser are delivered FCA (INCOTERMS 2020) to the Scanlube AB factory in Gothenburg, (ii) unpackaged products delivered to the Purchaser are delivered DPU (INCOTERMS 2020) to the facility/address designated by the Purchaser, and (iii) packaged products delivered to the Purchaser are delivered DAP (INCOTERMS 2020) to the facility/address designated by the Purchaser. In the event the parties have agreed that the Seller is to provide transport to facilities designated by the Purchaser, freight costs shall be paid in accordance with the Seller's rates as per the price list applicable from time to time. The Seller shall be entitled to retain sub-contractors to carry out transport.

8. Delayed delivery

The Purchaser shall only be entitled to the following compensation from the Seller in the event of delayed delivery. In the event that the Seller's delay is of material significance to the Purchaser, the Purchaser shall be entitled to cancel the delayed partial delivery and to make a covering purchase from a third party, provided that such goods can, in practice, be delivered before the Seller is able to carry out the partial delivery in question and the delay is not due to the circumstances stated in the second paragraph of this provision. The Seller shall be immediately notified, in writing, of such partial cancellation. In the event a covering purchase has been made, the Purchaser shall be entitled to reasonable compensation from the Seller if the price for the covering purchase was higher than the contracted price.

In the event the parties have reached an agreement that the Seller is to provide transport to a facility designated by the Purchaser and the Seller's delivery to the Purchaser has been delayed as a result of icy conditions or other traffic disruptions affecting the product's transport route, the Purchaser shall not be entitled, under any circumstances, to cancellation or compensation from the Seller for the delayed delivery in accordance with the preceding paragraph.

9. Returns

The Purchaser shall only be entitled to return packaged products. In the event the Purchaser wishes to return an ordered product (packaged products), the Seller shall be entitled to deduct twenty-five (25) per cent of the purchase price for the return. In addition, the Purchaser shall bear freight costs for the return. Returned products must be undamaged, in resalable condition, and not older than two (2) years from the date of filling.

10. Complaints

The Purchaser must notify the Seller, in writing and without unreasonable delay, of any defects or deficiencies in any delivered product after the Purchaser discovers, or should have discovered, the defect or deficiency and, under no circumstances, later than within one (1) month after completed delivery. Where the Seller has not received written notice of such defect or deficiency within the aforementioned time, the Purchaser shall forfeit the right to demand compensation for the defect or deficiency. The Purchaser shall, following consultation with the Seller, ensure that a representative and reliable sample of the product to which the complaint pertains is taken for later analysis.

11. Price adjustment

The Seller shall be entitled to request a change of agreed prices. The parties are in agreement that a request by the Seller for a change of price shall be made through notice not later than one (1) months prior to the date of applicability. At present, such notice is given

by posted letter or e-mail. In the event the Purchaser does not accept the request for change of price, the Purchaser shall notify the Seller within fourteen (14) days.

In the event that the parties are unable to agree in conjunction with any subsequent negotiations for adjustment within one (1) month from the date on which the Purchaser notifies the Seller that the change is not accepted, either party shall be entitled to terminate the agreement on two (2) months' notice of termination. The previously applicable prices shall be applied during the notice of termination period.

By ordering products commencing on the stated date of applicability of new prices, the Purchaser accepts the new prices and is bound thereby, unless the prices during the notice of termination period apply.

In the event of any change in taxes and other national and municipal duties and charges, the price shall be changed by a corresponding amount, commencing the date of applicability of such change. Applicable value added tax shall be charged.

12. Liability

The Purchaser shall, in all reasonable ways, cooperate such that the Seller can perform its obligations under the agreement. The Purchaser shall ensure, inter alia, that necessary instructions are issued in respect of the design, receiving capacity, volume, and so forth, of the receiving facility, and that the receiving facility satisfies any and all applicable specifications and safety regulations issued from time to time by public authorities. The Purchaser is also responsible for ensuring that the Purchaser's tanks have capacity for the ordered quantity.

The Purchaser shall ensure that the delivery site and unloading site are accessible for delivery and that the tank is not situated more than thirty-five (35) meters from the tank truck's parking place. The Purchaser shall also ensure that the access to the delivery site and unloading site which the Purchaser is responsible for maintaining and keeping accessible at the time of delivery is cleared of snow and gritted, and in all other aspects is suitable for receiving the delivery. Any delayed delivery resulting from the Purchaser's omissions in this respect shall not entitle the Purchaser to cancellation, compensation, or any other sanction. Any damage or increased freight costs otherwise resulting from the Purchaser's omissions in this respect shall be compensated by the Purchaser. Transportation costs incurred as a consequence of an inability to fully deliver the ordered quantity due to a circumstance within the Purchaser's control or due to an omission on the part of the Purchaser shall be paid by the Purchaser.

The Seller shall not be liable for any damage caused by the incompatibility of the delivered product with the products located at the Purchaser's facility at the time of delivery, unless the mixing of the products was expressly approved by the Seller.

The Seller shall under no circumstances be liable for any indirect loss including, but not limited to, loss of production, consequential loss, downtime compensation, loss of profit, loss of goodwill and capital losses. However, the Seller shall be liable for repair costs for the tank, furnace, machine or vehicle in which the Purchaser has stored or used the delivered product, in case of gross negligence or wilful misconduct.

The Seller's liability shall at all times be limited to SEK one (1) million per event of loss. "Event of loss" means all damage based on the same cause.

13. Limitations regarding the use and transport onwards of the Seller's range of products

The Seller's products may only be used for the purpose(s) mentioned in the safety data sheets (available at <https://texaco.preem.se>). Under no circumstances may the products be used as fuel for aeroplanes or helicopters, or as lubricants or chemicals for such means of transport.

Transportation by sea: Following loading/delivery of the product, the Purchaser may not transfer the product from a tank truck/tank for transport onwards by a boat or ship/vessel that does not meet the Seller's rules regarding vetting of sea vessels applicable from time to time.

In the event the Purchaser breaches the provisions of this clause, the Seller shall be entitled to terminate the agreement with immediate effect.

14. Force Majeure

In respect of the Purchaser, the Seller shall be entitled, and subject to no obligation to pay compensation, to cancel, restrict, or postpone deliveries to the extent the performance thereof is rendered impossible, or materially impeded or rendered more expensive, due to circumstances beyond the Seller's control, such as war, warlike events, riots and unrest, extreme weather conditions, impassable roads, disruptions to public communications, disruptions to computer or telecommunications networks, lack of tonnage, general shortages of goods, export or import restrictions, legal regulations or other orders from Swedish or foreign public authorities, its own or another's strikes, lockouts, blockades or other labour market impediments, fire, explosion, or other accident. The foregoing shall also apply to comparable events at levels preceding the Seller/the Seller's subcontractors.

In respect of the Seller, the Purchaser shall be entitled, and subject to no obligation to pay compensation, to cancel, restrict, or postpone receipt of delivery to the extent that receipt is rendered impossible, or materially impeded or rendered more expensive, due to circumstances beyond the Purchaser's control as referred to in the preceding paragraph.

A party wishing to invoke a force majeure event shall notify the other party without delay and, upon cessation of the force majeure event, shall notify the other party. The reservation in respect of strikes, lockouts, blockades or other labour market impediments shall also apply where the parties themselves take or are the subject of such measures.

15. Confidentiality

The parties undertake, in perpetuity, not to disclose to third parties: (i) the existence or contents of any arbitral award related to the agreement; (ii) any information regarding negotiations, arbitral proceedings or mediation related to the agreement; or (iii) other confidential information which a party received in connection with the agreement. Confidential information means any and all information – technical, commercial, or of another nature – regardless of whether the information is documented, with the exception of information which the party can show:

- a) entered the public domain other than by breach of the undertakings in the agreement;

- b) was available to the recipient on a non-confidential basis before the information was provided to it by the other party;
- c) became available to the recipient party through a party who, in turn, was not bound by any confidentiality undertaking;
- d) must be released by the party pursuant to law or in order to comply with a public authority or court order.

In cases referred to in c) above, the receiving party is not, however, entitled to reveal to any third party that the same information has been received from the other party.

16. Retention of title

The products shall remain the property of the Seller until payment has been made in full.

17. Preem SMO Portal

Use of the Preem SMO Portal

The Preem SMO Portal is an online-based administrative tool that the account holder is entitled to use for administration of its account with Preem. More information regarding the Preem SMO Portal is available at <https://texaco.preem.se>.

The account holder undertakes to comply – and undertakes to ensure that users registered by the account holder comply – with the terms and conditions, directions, and instructions which apply for the Preem SMO Portal from time to time and has strict liability for the use of the Preem SMO Portal (both authorised and unauthorised) which takes place via any of the user information which is issued for the account holder. In the event the use causes Preem or any third party to incur damage or loss, the account holder shall hold the injured party harmless.

Issued user information is personal and may not be used by anyone other than the person for whom the information has been issued. The user information must be stored and handled in a satisfactory manner. In the event of lost information or a suspicion of unauthorised use, the account holder is obligated to block the user account. For blocking, contact Preem by telephone on 010-450 19 00.

Limitation of liability

All use of the Preem SMO Portal takes place at the account holder's risk. Preem's liability shall not, to any extent, include liability for the Preem SMO Portal, the data which the account holder receives via the Preem SMO Portal, or any inconvenience or loss which the account holder may incur as a result of errors or defects in the Preem SMO Portal.

Validity, notice of termination, and modification

The account holder's right to use the Preem SMO Portal shall terminate thirty (30) days after the account holder or Preem has given notice of termination of the service. Preem shall, however, be entitled to block the account holder's access to the Preem SMO Portal with immediate effect and without prior notice in the event: (i) the account holder fails to perform its obligations pursuant to the terms and conditions for the Preem SMO Portal issued by Preem and applicable from time to time; (ii) unauthorised access to the Preem SMO Portal is suspected or observed; (iii) the Preem SMO Portal is used in an improper manner; (iv) the account holder's account with Preem is terminated, irrespective of reason; or (v) Preem otherwise determines it to be justifiable.

These terms and conditions for the Preem SMO Portal shall apply until further notice and Preem shall be entitled to undertake modifications without obtaining the account holder's prior approval. Any such modification shall begin to apply after the account holder has been notified of the modification, e.g. via the Preem SMO Portal, Preem's website (<https://texaco.preem.se>), or an invoice/account statement. By continuing to use the Preem SMO Portal, the account holder shall be deemed to have approved the new terms and conditions. The terms and conditions for the Preem SMO Portal applicable from time to time are set forth at <https://texaco.preem.se>.

16. Assignment/pledging

The Purchaser may not assign the agreement, or any rights and/or obligations hereunder, without the Seller's prior written consent. The Seller may assign the agreement, and its rights and/or obligations hereunder, including the right to payment, to a third party. In accordance with the above, it is noted that the Seller has assigned its claims under the agreement, and the Purchaser will only have satisfied the Purchaser's obligation to pay any receivable arising under the agreement by paying in accordance with the details which the Purchaser is notified of in the Seller's invoices.

17. Entire agreement, modifications and supplements

The agreement and its appendices fully govern all issues to which the agreement relates. All written or oral undertakings and promises which preceded the agreement are replaced by this agreement and its appendices. In order to be binding, modifications of, and supplements to, the agreement must be in writing and signed by the parties. Modifications of these general terms and conditions are valid between the parties in the manner set forth in clause 2 above.

18. Severability

The complete or partial invalidity of any provision of the agreement or any part thereof shall not invalidate the agreement in its entirety. Instead, to the extent the invalidity has a material impact on a party's rights or obligations under the agreement, an adjustment shall take place.

19. Processing of personal data

The Purchaser accepts that the Seller and its subsidiaries collect and register personal data (including information obtained from credit rating agencies). The Seller is responsible for the processing of any and all personal data regarding the Purchaser and its purchases which forms the basis for purchasing, invoicing, and ledger processing within the parameters of this agreement. The Purchaser further consents to the aforementioned information being processed and analysed by the Seller and its cooperation partners for marketing purposes. The purpose of the aforementioned processing is to enable the Seller, inter alia, to direct personal offers regarding the Seller's products and services. The data is saved for the duration of the customer relationship. Data may be used for marketing purposes also

after termination of the customer relationship, in accordance with Preem's Privacy Policy. Processing of personal data also takes place through various service companies which, on the Seller's behalf, handle registration, invoicing, and other administration, and may also cover the Seller's subsidiaries and companies with which the Seller has cooperation agreements, e.g. for bonus systems and customer offers. If required by a public authority, the Seller may have an obligation to disclose the data requested by the public authority. Personal data may be cross-checked against other registers in order to update and provide information which is a condition for good customer and register care, e.g. Statens Personadressregister (SPAR).

By writing to Preem AB (publ), DPO, 112 80 Stockholm, or by sending an email to dpo@preem.se, the Purchaser may request that personal data be corrected or deleted. The Purchaser may also submit written notice to the Seller if the Purchaser does not want data to be used for direct marketing purposes. Information about how Preem is processing personal data can be found in Preem's Privacy Policy available at www.preem.se/integritetspolicy.

20. Arbitration and governing law

The agreement shall be governed by and construed in accordance with the laws of Sweden, excluding its conflict of laws principles. Any dispute, controversy or claim arising out of or in connection with the agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the SCC Arbitration Institute (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm. The arbitral proceedings shall be held in English. For the avoidance of doubt, the Seller shall, however, be entitled to bring legal proceedings in a court of general jurisdiction or before a public authority in respect of claims for completed deliveries or in connection with costs incurred in conjunction therewith.