

General Terms and Conditions of Sale - Valvoline UK Ltd.

Article 1 - General

1. The General Terms and Conditions of Sale contained herein ("General Conditions"), shall apply to 1) all offers, quotations and Order Confirmations as hereinafter defined issued by Valvoline UK Limited or any affiliate thereof ("Supplier") and 2) all Agreements as hereinafter defined between Supplier and any prospective buyer ("Buyer").
2. "Order Confirmation" shall mean the written confirmation by Supplier to sell or supply to Buyer the products and/or services described therein. "Purchase Order" shall mean the written or verbal order by Buyer to purchase from Supplier any products and/or services.
3. An agreement ("Agreement") shall be entered into if and when (i) the Supplier has confirmed the Agreement and accepted the related Purchase Order in writing by means of an Order Confirmation, or (ii) if Supplier did not send an Order Confirmation, Supplier has begun with providing the products and/or services and the Buyer did not immediately object to this in writing, and until then a Purchase Order shall not be binding on Supplier.
4. Supplier may withdraw its offers and quotations without notice at any time before an Agreement between Supplier and the Buyer comes into existence.
5. Cancellation of a Purchase Order and products and/or services returned for credit shall not be accepted. Purchase Order shall be deemed binding on the Buyer and open for acceptance by Supplier for the validity period specified therein, or if not specified therein, for a period of 180 days from the issue date. Unilateral cancellation by Buyer within such period shall not be valid.
6. Upon entering into an Agreement with Supplier, Buyer is deemed to have accepted the General Conditions as an integral part of the Agreement. Unless Supplier expressly agrees otherwise in writing, the Order Confirmation, Agreement and General Conditions prevail over any conflicting or additional terms or conditions stipulated or referred to by Buyer. No variations or waivers relating to the Order Confirmation, Agreement or General Conditions shall be valid unless agreed to in writing by Supplier.

Article 2 - Prices

1. At any time before the conclusion of an Agreement, all of Supplier's offered, quoted, published or notified prices are non-binding and are subject to alteration at any time without prior notice and, without limitation, may be altered to reflect any increase in cost to Supplier caused by the imposition or levying by any governmental or other authority of any country of any import or other duty, tax or charge.
2. Unless expressly described otherwise in the Agreement, all prices are quoted exclusive of taxes, duties, levies, packaging and carriage and based upon delivery "Ex Works", according to the Incoterms 2010.
3. All sales shall be invoiced (i) inclusive of all applicable duties, taxes, levies and other charges as well as the costs of carrying out customs formalities payable upon export; and (ii) at any time after the applicable products and/or services have been dispatched or supplied by Supplier or at such other times as may be specified in the Agreement or otherwise agreed by Supplier and Buyer in writing.

Article 3 - Terms of Payment

1. All payments shall be made in the currency stated on the invoice, within the time period stated on the invoice or otherwise as may be specified in the Agreement or otherwise agreed by Supplier and Buyer in writing and Supplier reserves the right to require full or partial payment in respect of any products or services in advance of delivery of the products or performance of the services and/or to otherwise obtain security for payment. All payments shall be made in full without any deduction or set-off for any reason whatsoever, unless specified otherwise in the invoice. Buyer shall not be entitled to suspend its payment obligations.
2. Without prejudice to any other contractual or statutory rights of Supplier, Supplier may charge interest on any overdue payments at the rate of 15% per annum (calculated daily) from the due date until the actual date of payment. Buyer shall also be liable for all costs (including legal fees) incurred in collecting overdue payments. Supplier may also withhold or delay the supply of products and services to Buyer until any overdue payments have been paid by Buyer.
3. If Buyer fails to make payment within the agreed time period, Buyer shall be in default by operation of law without any notice of default being required. The date reported on Supplier's bank statements shall be deemed to constitute the effective date of payment.

Article 4 - Delivery, Title and Risk

1. The Incoterms 2010 or its subsequent modifications published by the International Chamber of Commerce, and any specific product delivery conditions stated in the Agreement, shall apply to all deliveries made under the Agreement. In case of any conflict between Incoterms and any terms of the Agreement the latter shall prevail.
2. Supplier will make every endeavor to deliver products and/or services within the delivery time specified in the Agreement or otherwise agreed by Supplier and Buyer in writing. but Supplier shall not be liable for failure to do so for any reason. Supplier is entitled to make partial deliveries.
3. Supplier's weights and measurements shall govern unless proven to be incorrect.
4. Buyer shall inspect the products and/or services immediately for quality and quantity upon delivery thereof by Supplier.
5. Title to and ownership of all products supplied by Supplier shall not pass to Buyer until final settlement in full of the sales price and all other sums due to Supplier in respect of all products supplied by Supplier.
6. Until title to and ownership of all products supplied by Supplier passes to Buyer: (i) the Buyer shall hold all such products as the Supplier's fiduciary agent and bailee; (ii) the Buyer shall keep all such products separate

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from those of Buyer and any third parties and properly stored, protected and insured and identified as Supplier's property; (iii) Buyer shall not permit any charge, security interest or other encumbrance to affect any such products; and (iv) Supplier may at any time require Buyer to deliver up all such products to Supplier and, if Buyer fails to do so, enter on any premises of Buyer or any third party where any such products are stored and repossess them.

7. Risk of loss of, and damage to, the products shall pass to Buyer upon delivery to Buyer.

Article 5 - Packages

If under the Agreement packaging of products remains property of Supplier or is to be returned to Supplier, Buyer must return them at his risk and account empty to the destination indicated by Supplier and must advise Supplier on date of dispatch. Any packages not returned in good order and condition within a reasonable period specified by Supplier shall be paid for by Buyer at Supplier's standard replacement costs.

Article 6 - Equipment

Unless otherwise agreed in writing: (i) title to and ownership of all equipment made available to the Buyer by the Supplier on a lease, testing or any other basis, shall remain with Supplier; (ii) risk of loss of, and damage to, such equipment shall pass to Buyer upon delivery of such equipment to Buyer and Buyer shall take reasonable care of such equipment and use it in accordance with all instructions and recommendations; and (iii) Buyer shall deliver to Supplier or make available for collection by Supplier in accordance with Supplier's instructions such equipment in the same condition as when it was first delivered to Buyer.

Article 7 - Health Risk and Safety

1. Buyer acknowledges that the products to be supplied under any Agreement may be hazardous to the human health and/or the environment.
2. Buyer shall familiarize itself with and shall be responsible to keep itself as well as all persons involved in the handling of the products as from delivery thereof by Supplier, fully informed with regard to the nature of any such health and/or environmental risks and with regard to the proper and safe handling of the products.

Article 8 - Inspection

1. Buyer shall immediately upon delivery inspect the products and/or services.
2. Any complaints about the products and/or services, or a shortage thereof, shall be notified to Supplier within five working days after the delivery date. If no such notification is received by Supplier within such time limit, all products and/or services shall be deemed delivered in the agreed quantity, free from visual damage.

Article 9 - Warranty

1. Supplier warrants that the products and/or services supplied by Supplier and paid for by Buyer shall at the time of delivery or supply conform to the technical specifications set forth in the Agreement. Supplier gives no other warranties, express or implied, with respect to any products or services. Any warranties that may be applicable pursuant to any laws or regulations, including any warranties of merchantability or fitness for any use or purpose, are expressly excluded to the fullest extent permitted by law.
2. Where the products and/or services supplied by Supplier and paid for by Buyer do not conform to such technical specifications at the time of the delivery or supply and Buyer notifies Supplier in accordance with Article 8, Supplier shall at its expense either replace any quantity of returned non-conforming products by a corresponding quantity of products meeting such technical specifications or re-perform such non-conforming services in accordance with such technical specifications, or, at Supplier's option, credit Buyer for the invoice value of the applicable non-conforming products and/or services.

Article 10 - Liability

1. Subject to Article 10.4, any liability on the part of the Supplier, contractual or otherwise, shall be limited to:
 - a. the remedies set forth in Article 9 if the Agreement solely relates to the delivery of products, or,
 - b. 50% of the aggregated value invoiced, excluding VAT and credits, by Supplier to the Buyer during the twelve months immediately preceding the date of Supplier's receipt of Buyer's written claim notice, if the Agreement relates to the delivery of services only, or services and products, including but not limited to the making available of equipment.
2. The Buyer shall indemnify and hold harmless the Supplier from any third party claims made in connection with the implementation of any Agreement.
3. Subject to Article 10.4, Supplier shall not in any circumstances be liable for any indirect, consequential or incidental loss or damage of any kind whatsoever (including without limitation loss of profit or revenue and damage to reputation or goodwill).
4. Nothing shall restrict Supplier's liability for death or personal injury caused by the negligence of Supplier or its employees.

Article 11 - Force Majeure

Supplier will not be responsible for any delay or failure to fulfil any term or condition of any offer, quotation, Purchase Order, Order Confirmation, Agreement or other obligation to the extent such delay or failure is caused by or results from any event which is beyond the control of Supplier, including but not limited to: (i) strikes, labor disturbances, (ii) unavailability or shortage of raw materials or auxiliary materials, (iii) transportation problems, (iv) in cases, where Supplier itself is not the manufacturer of any product, or provider of any service, sold to Buyer, failure by its regular supplier for any reason to supply such product or service as well as modification of such product by the manufacturer which was not foreseen by Supplier at the time of the offer, quotation, Purchase Order, Order Confirmation, Agreement or other obligation.

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Article 12 - Confidentiality

Any technical, commercial, economic and other information and data concerning Supplier's business, including without limitation its formulas, product specifications, services, plans, programs, processes, products, costs, operations and customers, which may come within the knowledge of Buyer, its affiliates, officers or employees shall be treated as confidential property of Supplier and shall not be used by Buyer except in the furtherance of the Agreement; and shall not be disclosed to others, including governmental agencies or other authorities during or subsequent to the term of the Agreement without in each instance securing the prior written consent of Supplier. Any such information provided by Supplier to Buyer in writing or other tangible media shall be returned to Supplier either upon Supplier's first request or upon termination of the Agreement.

Article 13 - Governing Law / Disputes

1. Any agreements and documents to which these General Conditions apply shall be exclusively governed by the laws of the country of Supplier's domicile .
2. Any disputes arising from any agreements or documents to which these General Conditions apply shall be exclusively submitted to the competent courts of Supplier's domicile.
3. Applicability of the United Nations Convention on the International Sale of Goods (CISG, 1980) is explicitly excluded.