Terms and conditions of sale and delivery

for Q8 fuels and lubricants supplied to business customers

The terms and conditions are updated on an ongoing basis. You can view the at all times in force terms and conditions of sale and delivery on www.Q8.dk.

Application

The terms and conditions of sale and delivery apply to commercial customers' purchases of fuels and lubricants from Q8 Danmark A/S unless otherwise expressly agreed in writing between the customer and Q8 before delivery. The products are not intended for use as jet fuel.

Order

The customer can place their order for fuels and lubricants by calling 7012 8888, or online on www.Q8.dk.

Prices

Fuels

Q8's suggested retail prices for fuels are set daily based on Q8's purchases of oil products typically from Scandinavian refineries.

The prices are available on www.Q8.dk/Erhverv and are excl. VAT, charges and surcharges. Prices for heating oil include an energy saving contribution, which is non- deductible.

The price of telephone orders is the daily price applicable on the day of delivery.

When the customer buys on pre-agreed terms, the daily price that applies on the day of delivery is paid, regardless of whether the order is made via telephone or on www.Q8.dk.

If the customer orders on www.Q8.dk, i.e. calculates their oil price themselves and then completes an order online, the price is the daily price that applies on the day of the order.

Q8 reserves the right to immediately add estimated costs to the prices in the event of the introduction of public orders, new legislation or other regulation regarding the content, production or distribution of the products. This applies, for example, to costs for meeting requirements for reducing greenhouse gases under the Biofuels Act.

Lubricants

Q8's suggested retail prices for lubricants can be found in the current price list, which can be obtained by contacting Q8 Customer Services. All prices are excl. VAT, charges and surcharges.

Delivery

Fuels

When ordering a minimum of 700 litres of fuel, delivery will be free of charge in Denmark and areas connected by bridge to the mainland. Orders of less than 700 litres of fuel are subject to a delivery surcharge of
DKK 400 excl. VAT.

Phone orders placed by 16.00 on weekdays may be the next working day. Express delivery orders are incur an express surcharge of DKK 400 excl. VAT.

When ordering online on www.Q8.dk, you select the desired delivery time upon placing the order. The delivery time is calculated from the next working day. Saturdays and the 5th June and 31st December are not counted as working days.

It is a condition for the supply of fuel for commercial customers that the customer complies with the regulations applicable at all times for tanks according to the oil tank order, including, among other things, that the tank must have an approved tank alarm.

Lubricants in packaging

When ordering a minimum of 60 l/kg of lubricants, delivery will be free of charge in Denmark and areas connected by bridge to the mainland. Orders of less than 60 l/kg of lubricants incur a delivery surcharge of
DKK 75 excl. VAT.

Orders placed by 13.00 on weekdays can be delivered the following working day.

When ordering on weekdays after 13.00 and before 15.30 delivery next-day delivery is possible with an express surcharge of DKK 75 excl. VAT.

When ordering non-stock items, delivery will be by agreement.

The packaging supplement can be changed without prior notice.

Lubricants in bulk

When ordering a minimum of 800 litres of lubricants, delivery will be free of charge in Denmark and areas connected by bridge to the mainland. Orders of less than 800 litres of lubricants in bulk incur a freight surcharge of DKK 200 excl. VAT.

Normal delivery time is 5 working days. Faster delivery incurs an express surcharge of DKK 600 excl. VAT.

Inaccessibility etc. during delivery

If a delivery of fuel or lubricants has been agreed but Q8 is unable to deliver due to the customer's circumstances, e.g. unavailability of the customer, a surcharge for unsuccessful delivery is added of DKK 280 excl. VAT.

Payment

If the payment deadlines agreed for the purchases or the payment terms specified on the invoice are exceeded, Q8 is

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entitled to charge monthly default interest on the outstanding balance in accordance with the rules of the Interest Act until payment is made. Furthermore, a fee will be added for sending payment reminders and debt collection notices in accordance with the Interest Act.

The products remain the property of Q8 until the time Q8 receives payment from the customer.

Force majeure etc.

Q8's delivery obligation is postponed, limited or terminated if the delivery is delayed, made difficult or prevented as a result of force majeure or other conditions that are out of Q8's control.

For example, war, rebellion, civil unrest, blockades, quarantine measures, local and general strike/lockout, fire, explosion, damage to tank facilities, ban on import or export of raw materials or finished goods here or abroad, refinery stoppages, damage to property, machinery or means of transport, icy conditions, traffic and operational disruptions including lorry breakdowns or other conditions of importance to the day-to-day operations, and measures of any kind taken by public authorities either here or abroad, which could in any way hinder Q8's freedom of disposition.

To the extent and as long as Q8 cannot deliver under the above circumstances, the customer is entitled to shop elsewhere. The customer cannot demand compensation from Q8.

Complaints

Fuels

The customer is obliged to check whether the delivered quantity corresponds to the information on the accompanying delivery note/invoice immediately upon delivery and to notify Q8 of any discrepancies right away.

If Q8's measurements of the quantity delivered and the customer's measurements do not match, Q8's quantity measurement must be considered correct, unless it is proven that Q8's measuring instruments or measurement methods are flawed.

If there are any defects in the delivered product, or if the product is of inferior quality to what was agreed, the customer must complain immediately upon noticing the defect. In the event of a complaint, the customer must inform Q8 with reasonable clarity of the circumstances that justify the complaint. Complaints are addressed to the Q8's Customer Services.

If a defect is detected, Q8 can choose to carry out a subsequent delivery, redelivery or give the customer a proportionate reduction in the price to remedy the defect. If the customer has complained and Q8 does not offer redelivery or a proportional discount, the customer is entitled to cancel the purchases if the defect is considered significant. The customer cannot assert other rights of deficiency.

Lubricants

Complaints about damaged or wrongly delivered products must be made no later than the day after the delivery has taken place by contacting Q8's Customer Services.

Complaints about any defects in the delivery must be made immediately by contacting Q8's Customer Services.

Return of lubricants in packaging

Can only be done following prior agreement with Q8's Customer Services and with information provided about the reason for the return, delivery date and invoice number.

It is a condition that the product is no more than 1 year old, that the packaging is unopened, that the seal is unbroken and that Q8's laboratory can approve the quality.

The item must be returned to Q8 at no cost to Q8 and will be credited to the customer at the invoice price.

Liability and consequential damages

Any responsibility and risk passes to the customer upon delivery.
Q8 is not liable for damages, including oil spills etc., that have occurred as a result of defects in the customer's tank system, including failure to empty or insufficient cleaning. This also applies to damage caused by insufficient marking of when the tank is full.

Q8 is under no circumstances, not even in the event of defects or delayed delivery, liable for consequential damages/indirect losses, including operating losses and loss of profit. Q8 is not responsible for any damage caused by the delivered product. Q8 is solely responsible for any damage if the damage is due to intent or gross negligence on the part of Q8.

If the delivery is delayed and this is due to the customer's circumstances, the customer is obliged to cover any loss that Q8 may incur as a result of the delay. Examples include incorrect information about the place of delivery, insufficient connection options or lack of accessibility at the customer's premises.

Resale

The customer is not entitled to resell Q8's products unless otherwise expressly agreed in writing between Q8 and the customer.

Disputes

Any disputes between Q8 and the customer must be settled according to Danish law with Q8 Danmark A/S' domicile as the agreed venue.

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Personal data

The fulfillment of the Agreement implies that Q8 processes personal data about the customer's employees. For information on the processing of this personal data, please see Q8's Privacy Policy, which can be found on **www.Q8.dk/personoplysninger**, or contact Q8's Customer Services by phone on +45 7012 8888.

Trade sanctions

The customer is obliged to comply with all applicable Sanctions and Export Control Laws, including not using products/services to make assets or financial resources available, either directly or indirectly, to a Restricted Party, or enter into agreements or any other contract with a Restricted Party, in violation of applicable Sanctions and Export Control Laws.

The customer warrants that neither the customer nor its subsidiaries, business partners, their respective board members, management, employees, agents or representatives (i) is a Restricted Party or involved in activities on the basis of which they may be subject to sanctions; (ii) has neither directly or indirectly conducted or is conducting business with or on behalf of, or is otherwise involved in activities with, a Restricted Party; or (iii) is subject to or involved in investigations, lawsuits, measures, proceedings or investigations conducted by a governmental or other supervisory authority competent within the Sanctions and Export Control Laws.

The customer warrants that payment transactions pursuant to the Agreement are carried out for legitimate purposes and in accordance with applicable Anti-corruption legislation, Money Laundering legislation and Sanctions and Export Control Laws. The Customer is obliged to indemnify Q8 for any loss that may arise on the basis of the Customer's or its subsidiaries', business partners', their respective board members', management's, employees', agents' or representatives' disregard of this obligation.

Sanctions and Export Control Laws means the laws, regulations, directives and other rules applicable at any given time regarding international sanctions, including sanctions adopted by the European Union, Denmark, the United Nations Security Council, and the US authorities, as well as the trade, import and export control regulations of all relevant jurisdictions.

"Restricted Party" means a natural person, legal person or organisation that is (i) subject to sanctions or restrictive measures in accordance with Sanctions and Export Control Laws, including in particular by virtue of being listed on a sanctions list, or which is (ii) directly or indirectly owned or controlled by a natural person, legal person or organisation as described under section (in).

"Anti-corruption legislation" means the laws and regulations in force at all times on combating corruption, including but not limited to the Danish Penal Code (criminal law), the UK's Bribery Act 2010 and the US's Foreign Corrupt Practices Act.

"Money Laundering Legislation" means the laws and regulations in force at all times on money laundering and the financing of terrorism.

Other conditions

All transactions are conditional upon the customer's positive credit rating. Q8 is entitled to demand security under the contractual relationship
by bank guarantee before further deliveries are made, should the customer's creditworthiness change. Q8's Customer Services is always on hand 24/7 to assist you by phone on +45 7012 8888.

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