REVISED STANDARD CONTRACT FOR WOODPULP
No. 46359111

Ekman & Co AB
Polhemsplatsen 5
PO Box 230
SE-401 23 Gothenburg, Sweden
+46 31 750 55 00 +46 31 750 56 80 info@ekmangroup.com

Seller:
Ekman & Co AB
Polhemsplatsen 5
PO Box 230
SE-401 23 Gothenburg
Sweden

Buyer's Ref.

Date
2020-12-21

Seller's Representative
Ekman Italia Srl

Payment Terms
Open Account 60 days from invoice date

Buyer
E. Miroglio EAD
Industrialna Zona
BG-8800 SLIVEN BULGARIA

Invoice Address
E. Miroglio EAD
Industrialna Zona
Sliven 8800. BG

Terms of Delivery
DAP Svishtov (Bulgaria) (Incoterms 2010)

Time of Shipment
January - September 2021

Description of Goods
[redacted]Dissolving Plus Cellulose, [redacted]

FSC Mix Credit

The monthly quantity can be increased up to 300 ADMT, upon customer's request and subject to goods availability

Quality according to Customer specification, Specification Miroglio, [redacted]
The whole quantity has to be with characteristics pointed in both sides approved specification. [redacted]
The pulp has to be surfactant free.
Every delivery can consist of maximum 4 D-no produced at 2 different production periods.
The pulp has to be 100% FSC Mix Credit certified. 100% FSC Mix Credit has to be mentioned on every document accompanying delivery. Average moisture for every D-no has to be shown into the Certificate of Analysis.

Requested shipment schedule for arrival in Svishtov [redacted]
- 15 January 2021 [redacted]
- 01 March 2021 [redacted]
- 15 April 2021 [redacted]
- 25 June 2021 [redacted]
- 01 August 2021 [redacted]
- 05 September 2021 [redacted]

Interest will be charged on all overdue amounts at the rate of 12% per annum.

This contract is subject to the GENERAL TRADE RULES FOR WOOD PULP printed overleaf, with the exception that paragraph 5 (b) and (c).Quality have been modified according to below:
(b) If the buyer has made his claim as specified above and the parties cannot reach a settlement of the dispute, the matter shall be referred to arbitration. Not less than sixty per cent (60%) of the consignment under dispute shall be available for the drawing of samples, at the time of placing the claim, otherwise no claim can be established. If the buyer is forced to choose to use the pulp there must be an agreement in place with the supplier on procedures to draw samples for a potential claim.
(c) Should the pulp delivered be found on arbitration not to conform with the quality of the pulp according to the specification and/or sample sold on, but usable nevertheless by the buyer in his normal production, the arbitrators shall award an adequate allowance to the buyer, but should the pulp be found not so usable, the arbitrators shall award rejection. If the buyer is forced to choose to use the pulp that he wishes to reject, in his normal production, the buyer can only fully reject the pulp that remains unused.

All business with Ekman is subject to the "Code of Conduct for Business Partners", found on https://www.ekmangroup.com/this-is-ekman/code-of-conduct-for-business-partners/

For information related to GDPR please see our Privacy Notice on https://www.ekmangroup.com/ekman.privacy-notice/

General Conditions