

# General Terms and Conditions for Containers

Status as of 1 January, 2017

## 1 Refundable deposit containers

Liquid chemicals are delivered in refundable deposit containers, which are also labelled as such. In particular, the labels attached to refundable deposit containers and other markings on containers, e.g. in accordance with the Chemicals Act, must not be modified, removed, pasted over or otherwise concealed. The containers must not be modified, damaged, soiled or misused (e.g. filled with other products or used to contain mixtures). Please note that actions such as those described may lead to serious injuries and property damage and may thus also have criminal consequences.

In each case, the deposit charge paid corresponds to our current price list.

The deposit sum on refundable deposit containers will only be refunded, if it was verifiably collected from Brenntag Austria GmbH. The deposit sum shall be forfeited for metal drums, if they are found to be rusting inside when returned. The refundable deposit shall not be refunded if containers are incompletely emptied and cleaned as well as damaged or soiled containers or those otherwise rendered unusable.

The decisive criterion for refunding the deposit sum is the date of receipt at Brenntag and the subsequent checking of the returned refundable deposit containers within an appropriate period.

Tanks provided by ourselves or third parties must not be mixed up, passed on to third parties, used as storage tanks or provided to third parties. Refundable deposit containers must be immediately returned to us or the venue we specify. When returned to us, all containers must be sealed. On return of the items, credit notes shall be determined based on the holding period; amounting to the following:

00 – 12 weeks 100%;            13 –24 weeks 50%;            from 25 weeks 0%

of the refundable deposit originally levied. Partial weeks are counted as full weeks in this respect.

Returned containers shall be offset for the customer against corresponding containers with the longest holding period. The expiration of the deposit charge shall be calculated on the basis of this holding period. When returning by train or forwarder, we will pass on the charges incurred to the returning customer or offset them against the credit note due on refundable deposit containers.

The customer shall remain liable, even if not culpable, for any improper use, damage or loss of containers, which we have made available or provided to him or a third party which he has designated. We reserve the right to charge all costs incurred for cleaning of containers.

We are not obliged to check containers provided by customers for suitability, particularly cleanliness. We also disclaim liability due to damage or defects caused by defective or otherwise unsatisfactory containers. The customer shall indemnify and hold us harmless in this respect, including in relation to third parties.

## 2 Leased containers

For certain containers, in accordance with the valid price list, a container tracking system using individual barcodes is used. Brenntag leases these Brenntag in-house containers to customers, who hire the same.

In accordance with the valid price list, the containers shall be provided free of charge for a specific period. The lease fee applies after the charge-free grace period for each calendar week or part thereof (the decisive criterion in this case is the date of receipt at Brenntag), with customers invoiced on a monthly basis. For containers subject to the lease system, the deposit system in accordance with section 1 is excluded.

The leased containers shall be provided for a maximum period of up to 9 months. If the leased containers are not returned to Brenntag within 9 months, the price for the containers will be charged in accordance with the container price list.

The customer may only use the containers for the products delivered by Brenntag. Any other use or passing on of containers to third parties is explicitly prohibited. Any right of retention to leased containers is excluded. The returning of containers other than those leased shall not exempt customers from the obligation to return the leased containers.

In the event of any damage, soiling, loss or claims made by third parties, the customer must immediately inform Brenntag of the same. The customer shall be liable for damage, soiling and loss of the leased containers or claims made by third parties, irrespective of culpability, for the amount of the leased price and in accordance with the container price list for the leased containers. Any removable labels or stickers which are not properly clean or other changes made to the leased containers shall constitute damage. The customer is liable for damages to Brenntag for any special cleaning of the containers that may be required as a result.

Brenntag disclaims liability for any damage or defects caused by defective or otherwise unsatisfactory containers. The customer shall indemnify Brenntag and hold it harmless in this respect, including in relation to third parties.

### 3 General

The deposit or lease amount for containers shall be separately charged in each case and is payable immediately and without any discount, regardless of the payment condition for the delivery of goods plus VAT.

Containers are to be sent back carriage paid to one of the following Brenntag offices:

2353 Guntramsdorf, Bahnstraße 13 (Bahnhof Guntramsdorf-Kaiserau)

4050 Traun, Rubensstraße 48

8111 Judendorf-Straßengel, Fabrikstraße 4-6

2700 Wr. Neustadt, Haidbrunngrasse 50

However, for new deliveries, we endeavour to use our own vehicle fleet and sufficient free cargo space to accept the refundable deposit or leased containers to be returned to us for return transport. Brenntag shall not accept any obligation regarding the quantity of refundable deposit or leased containers that can be returned by customers and concerning the deadline for return. Any transport and ancillary costs thereby incurred shall be charged to the customer.

Liability for damages resulting from defectiveness or packaging errors, particularly for containers, drums and canisters, etc. is excluded as agreed.

The transport risk for the return of refundable deposit or leased containers shall be borne by the customer and shall not be covered by Brenntag.

Any contradictory terms of the customer or those in derogation of our general terms and conditions for containers shall be excluded. Such conditions of the customer shall remain inapplicable, even if we do not expressly refute their validity in each individual case or make reference to any correspondence, which includes terms and conditions of the customer or a third party or references the same. Our terms and conditions for containers shall continue to apply, even if we continue to render our services unconditionally, despite being aware of contradictory terms of the customer or those in derogation of our general terms and conditions for containers.

Our general terms and conditions for containers shall remain applicable for all future transactions with the customer. Verbal agreements as well as all other declarations, particularly ancillary agreements and contractual amendments, must be in writing to be valid.

The place of performance for both parties shall be Vienna. The agreed and exclusive place of jurisdiction shall be the court that is competent territorially and for the first district of Vienna and Austrian law shall be applied – excluding the relevant provisions on the conflict of laws and the UN sales law. Concerning the clauses included in our conditions (EXW, FCA, CPT) or any other clauses to be applied, reference is made to **Incoterms 2010**, the basis for which shall be the original text of the German translation of the International Chamber of Commerce in Paris. Where mandatory law precludes the application of individual conditions (consumer protection law), in place of said condition, the most favourable type of regulation relative to the inapplicable condition shall apply and made to conform in line with the same.