

GENERAL TERMS AND CONDITIONS OF PURCHASE OF SERVICES ("GTCoPS")

1. SCOPE: These GTCoPS shall apply to all purchase of services ("Services") by Brenntag entities, direct and indirect subsidiaries, and all its affiliates within the Asia Pacific region ("Brenntag" or "Buyer"). These GTCoPS, together with any formal agreement that may or may not be executed ("Formal Agreement"), purchase orders and other documents issued by the Buyer, constitute the entire agreement between the parties concerning the subject matter hereof. The seller of the Services purchased by the Buyer, and as named in any of the documents to which these GTCoPS are attached ("Service Provider"), is deemed, upon acceptance of any order, purchase orders or equivalent documents/emails sent by the Buyer to the Service Provider ("Purchase Order"), to irrevocably accept the entire GTCoPS and all of Buyer's terms in connection with the Buyer's purchase of the Services from Service Provider. Any terms or conditions of the Service Provider are not binding on the Buyer and any other documents of Service Provider pertaining to the sale and purchase of the Services are to be disregarded, even if the order is based upon them, or if the Service Provider refers to them on forms or in other documents. In case of any conflict between the documents issued by the Service Provider, the following order of precedence shall prevail (i) Formal Agreement; (ii) GTCoPS; (iii) Purchase Order; (iv) unless explicitly stated otherwise therein, any correspondence or other document issued by the Buyer.

2. ORDERS: The Service Provider may not withdraw its offers or quotations without the prior written consent of the Buyer. The Buyer may withdraw the Purchase Orders before the delivery of the Services, by giving notice to the Service Provider. A Purchase Order placed by the Buyer shall be deemed to have been accepted by the Service Provider, unless rejected within three (3) business days of its receipt. Upon acceptance of a Purchase Order, the Service Provider shall not refuse delivery of Services. Any document, information, quotations, offers, or written confirmations received by the Buyer from any representative of the Service Provider shall be deemed to have been sent by an authorized representative of the Service Provider.

3. PRICE AND PAYMENT TERMS: The price of the Services shall be the price stated in the offers or quotations ("Quotation") made by the Service Provider, provided that such price has been accepted by the Buyer. Upon acceptance of the Quotation by the Buyer, the Service Provider shall not increase the price of the Services without prior written consent of the Buyer. The invoice raised by the Service Provider shall be in the name of Buyer entity that placed the Purchase Order on the Service Provider, unless stated otherwise by Buyer in writing, and shall state the net amount payable by the Buyer and give an itemized description of the total amount payable. The Buyer shall not be charged any amount which was not stated in the Quotation provided by the Service Provider, and which has not been agreed in advance by the Buyer. The Service Provider shall pay all taxes, duties, or levies payable in relation to the Services purchased by the Buyer.

Unless agreed otherwise, Buyer shall pay the price of the Services at the expiry of not less than sixty (60) days from the receipt of the invoice from the Service Provider, provided that the Services are provided in (i) accordance with the required specifications, instructions, drawings, data, warranties (express or implied) and/or other agreed requirements of the Buyer; (ii) on the date and time; (iii) at the place mentioned in the Purchase Order (collectively referred to as "Requirements"); and (iv) are accepted by the Buyer upon inspection. If any part of the invoice is disputed by the Buyer, the Buyer shall have the right to deduct, set-off or withhold payment of the invoice amount, in part or in whole. The Service Provider shall have no right to delay or cancel provision of Services by reason of any deduction, set-off or withholding made by the Buyer.

4. DELIVERY & INSPECTION: Time is of essence in every order placed by the Buyer. The Services rendered by the Service Provider are subject to inspection and approval of the Buyer. In the event that the Service Provider fails to render the Services in accordance with the Requirements, the Buyer may, at its discretion, without prejudice to other remedies (i) reject the provision of the Services and require the Service Provider to reperform conforming Services; (ii) require the Service Provider to rectify the defect in the Services so that they are in conformity with the Requirements; or (iii) procure similar services from an alternate source. All losses, costs, damages, attorney's fees, and expenses in relation to or arising out of the Service Provider's default, including but not limited to costs relating to re-performance, rectification, and manpower, shall be borne by the Service Provider. It is clarified that payment for the Services that do not conform to the Requirements, placing or accepting future orders shall not constitute acceptance of the Services or waiver of the Buyer's rights to refuse and/or reject the Services at any time.

5. PERSONNEL: The Service Provider shall deploy adequate number of staff and personnel, sufficiently trained and qualified, fully competent, medically fit, and equipped for providing Services. The Service Provider shall ensure that such personnel comply with any MSDS, SDS, protocols, codes of conduct, procedures, health and safety requirements, security policies, employee conduct policies, and such other requirements as may be notified by the Buyer. The Service Provider shall inform the Buyer in writing of its intention to subcontract any part of the Services. The Service Provider warrants that any and all subcontractors shall have all the required licenses, permits, approvals and consents to perform the Services. The Service Provider shall remain responsible for all acts and omissions of all subcontractors and the acts and omissions of all those employed or engaged by the subcontractors as if they were its own. All staff and personnel deployed by the Service Provider to perform the Services under this Agreement shall, at all times, be and remain the employees of the Service Provider. The Buyer shall have no relationship, legal or otherwise, direct or indirect, of any nature whatsoever with any such staff or personnel. The Service Provider shall be solely responsible and liable for (i) payment of salaries, wages, compensation, and other dues of all such staff and personnel; (ii) maintenance of applicable statutory records and returns in connection with such staff and personnel; (iii) health, safety, security, and service conditions in accordance with applicable laws and permits of such staff and personnel; and (iv) compliance with all applicable labour and employment laws. Should any personnel deployed by the Service Provider seek to recover any monies from the Buyer, or breach the terms of this Agreement, the Service Provider shall indemnify the Buyer, its affiliates and authorised persons for all costs and expenses incurred in relation to the same.

6. EQUIPMENT: The Service Provider shall be responsible for timely providing all the facilities, vehicles, equipment, consumables, materials, and other resources as necessary to perform the Services. The Service Provider shall ensure that the equipment is properly maintained, is suitable for the purposes of the Services, and is of adequate quality to provide Services in accordance with good industry practice. The Service Provider shall bear all costs and expenses in relation to the use of the equipment and shall also be responsible for the costs for its repair and maintenance. The risk of loss of or damage to the equipment remains with the Service Provider at all times.

Any plant, equipment, tools, appliances, or other property or items provided by the Buyer to enable the Service Provider to perform the Services shall remain the property of the Buyer, and shall be used by the Service Provider only for the purposes of fulfilling its obligations pursuant to this GTCoPS.

7. WARRANTY AND LIABILITY: The Service Provider warrants that (i) the Service Provider has the requisite resources, knowledge, skill, and expertise to perform the Services; (ii) the Services rendered are free of defects and conform to the specifications, drawings, Requirements or other descriptions furnished by Buyer; (iii) the Services comply with all standards, codes and applicable laws in force; (iv) all information provided by the Service Provider in relation to the Services is true and accurate in all material respects; and (v) the Services shall be performed in a skilled, workmanlike manner, and in accordance with good industry practices. The Service Provider's inclusion of express warranties and representations are not deemed to exclude any warranties that may be implied or expressly set forth in law or fact. This warranty shall survive any inspection or acceptance of the Services, or payment for the same by the Buyer.

8. INTELLECTUAL PROPERTY: The Service Provider warrants that all materials, resources, images, documents, software, techniques, technology and equivalent used in the performance of the Services does not violate the intellectual property rights of any third party. In the event of any alleged breach of intellectual property, the Service Provider shall, at its own expense, either (i) procure the Buyer's right to continue using the Services; (ii) modify or replace the infringing part of the Services so as to avoid the alleged infringement, provided that the Services continue to conform to the specifications supplied by the Buyer; and/or (iii) prepare, execute, and submit, without assistance of the Buyer, all documents necessary to achieve the aforementioned objective.

The Buyer shall have title to all drawings, specifications and other documents supplied or prepared by the Buyer in connection with the provision of Services hereunder. The Service Provider shall hold all such information supplied by the Buyer in confidence and shall use the same only to the extent necessary for execution of the Purchase Orders placed by the Buyer. The Service Provider shall take all necessary measures to protect the intellectual property rights of the Buyer from being infringed by any person under its authority, direction, or control, or by any third party to whom information containing the intellectual property rights of the Buyer is disclosed. The Service Provider shall promptly return all such specifications, drawings and data, and any copies thereof, in whichever form maintained, to the Buyer after the supply of the Services.

8. HEALTH RISK AND SAFETY: The Service Provider warrants that the Services shall be provided in compliance with all applicable laws, licenses, permits, and regulations. The Service Provider shall notify the Buyer in writing, immediately upon becoming aware thereof, if the Service Provider has any reason to believe that there is any defect in the Services supplied that would render the Services unsafe to any person that may come in contact with the Services or to any risk of death, injury, or damage to property, failing which the Service Provider shall be liable to pay liquidated damages amounting to five (5) times the value of the defective Services as a genuine pre-estimate of Buyer's losses and damages.

9. INDEMNITY: The Service Provider shall indemnify and hold harmless the Buyer, its affiliates, and their officers, directors, employees and agents from any and all claims, losses, costs, damages, attorneys' fees, and expenses incurred by the Buyer arising out of (i) incomplete, defective, or improper performance of the Services; (ii) provision of Services that do not conform to the instructions or Requirements given by the Buyer; (iii) breach of the warranties given by the Service Provider, whether express or implied; and/or (iv) actual or alleged infringement of any intellectual property rights, including but not limited to patent, copyright, trademark, license or similar rights of a third party.

10. FORCE MAJEURE: Neither party shall be liable for breach of its obligations hereunder, by reason of any delay in performance or the non-performance of any of its obligations to the extent that the delay or non-performance is due to any unforeseeable causes beyond the reasonable control of that party, meaning thereby, interruption, unavailability or inadequacy of performance of the agreement for any reason, including pandemics, epidemics, wars, hostilities, public disorders, acts of terrorism or terrorist activity or threat thereof, coup d'état, acts of enemies, sabotage, including diminishment or failure of power, telecommunication or data systems or networks, embargoes, strikes, work stoppages, lockouts, labour or employment difficulties, fires, floods, Acts of God, accidents or breakdowns, weather conditions, inability to obtain materials, or any other causes of the same class or kind as those specifically named. For the avoidance of doubt, mere increase in the cost of performance of this GTCOPS by the Service Provider pertaining to Force Majeure shall not entitle the Service Provider to claim protection under this clause. The Service Provider shall notify the Buyer in writing within seven (7) business days from the date on which the Service Provider becomes aware of the Force Majeure event. Such notice must include sufficient details of the Force Majeure event and an explanation on why such event is beyond the control of the Service Provider, failing which, the Service Provider shall not be entitled to rely on such alleged Force Majeure event.

11. TERMINATION: The Buyer has the right to terminate these GTCOPS in whole or in part at any time (whether before or after acceptance of the Purchase Order) and for any reason, by written notice to the Service Provider, without incurring any liability. In the event of termination, the Service Provider may claim only out-of-pocket expenses. Notwithstanding the foregoing, if the Buyer terminates these GTCOPS for any breach of the GTCOPS committed by the Service Provider, the Buyer shall not be liable to make any payments to the Service Provider. Any payments to be made to the Service Provider upon termination shall be subject to the Buyer's rights of deductions and set-off for damages incurred to the Buyer arising out of or in relation to the breach of the GTCOPS by the Service Provider. The remedy of termination without prejudice to any other rights available to the Buyer under contract or law.

12. ASSIGNMENT: The Service Provider shall not assign its rights, benefits, or obligations under this GTCOPS without the prior written consent of the Buyer. The Buyer may assign its obligations or right to any third party without any prior notification to the Service Provider. Nothing contained herein prevents the Buyer from purchasing the Services through its agents, third parties, other distributors, or affiliates, who may act in their own name.

13. DISPUTES & JURISDICTION: If a difference or dispute (together, "Dispute") between the parties arises in connection with the subject matter of this GTCOPS, then either party shall send a written notice of Dispute (and marked as such) adequately identifying and providing details of the Dispute ("Notice of Dispute"). Within thirty (30) days after the date of the Notice of Dispute and provided that it is received by all parties, the parties shall confer at least once to resolve the Dispute or to agree on methods of doing so. If a Notice of Dispute is sent by e-mail, it must be in a letter format attached to the e-mail. A Notice of Dispute sent by e-mail is deemed received, if sent on the correct address, on the next working day on which it is sent, unless a delivery failure notification is received by the sender. In the event that the parties are unable to resolve their Disputes amicably within thirty (30) days from the date of receipt of Notice of Dispute by its intended recipient, they agree to submit to the exclusive jurisdiction of the courts in the country (or State, where applicable) of incorporation of the Buyer entity in whose name the invoice is raised in accordance with clause 3 of these GTCOPS ("Relevant Buyer Country"). Any dispute or claim arising out of or in connection with these GTCOPS shall be governed by the laws of the Relevant Buyer Country, without regard to its conflict of laws rules or principles. The Vienna Convention on the International Sale of Goods is hereby specifically excluded.

14. SEVERABILITY: If any provision of these GTCOPS is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these GTCOPS and the remainder of the provisions in question shall not be affected thereby.

15. WAIVER: The Buyer's waiver of any breach, or failure to enforce any of the terms and conditions of this GTCOPS, at any time, shall not in any way affect, limit or waive the Buyer's right thereafter to enforce and compel strict compliance with every term and condition hereof.

16. MISCELLANEOUS: (i) The headings in these GTCOPS are for convenience only and shall not affect their interpretation. (ii) The English version of the GTCOPS shall prevail in the event of conflict with the Buyer's GTCOPS in other language. (iii) The Buyer shall be entitled to modify these GTCOPS from time to time and the latest version prevailing at the time of receipt of these GTCOPS by the Service Provider shall be binding. (iv) The Service Provider shall keep all information deemed confidential (whether or not marked as such) by the Buyer, and supplied to it by the Buyer (including, in particular, information regarding pricing, financial information, market information, customer data, manufacturing and technical information or know-how) confidential. (v) All references to the Service Provider, where the context permits, shall include its affiliates, employees, agents, officers, and sub-contractors. (vi) The Buyer shall have the right, at any time, to cancel any order placed by the Buyer under these GTCOPS in the event of any breach of these GTCOPS by the Service Provider. (vii) All notices required to be given under this GTCOPS shall be deemed to have been validly delivered, if sent by email, and deemed to be delivered on the next working day after the day on which the email is transmitted and addressed to the account manager or the person reasonably deemed to be authorised to receive such notices on behalf of the Buyer.

17. ANTI-BRIBERY AND CORRUPTION: Each party undertakes to refrain from (i) offering, promising or giving intentionally, and (ii) attempting and conspiring to offer, promise or give, any undue pecuniary or other advantage, whether directly or through intermediaries, to a public official, for that official or for a third party, such that the official acts or refrains from acting in relation to the performance of official duties, in order to obtain or retain business or other improper advantage in the conduct of its domestic and/ or international business. The Service Provider shall fully comply with all applicable national, international, regional, provincial, state, municipal or local laws and regulations, including but not limited to the Prevention of Corruption Act, 1988, United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010, the United Nations Convention Against Corruption, and all other laws in relation to the fight against corruption, bribery, money laundering, terrorism and boycotts that are applicable, and as may be amended from time to time (“**Anti-Corruption Laws**”). Without limiting the foregoing, the Buyer represents and warrants that, in connection with these GTCoPS or the business resulting therefrom, neither it nor its affiliates have made, offered or authorized or will make, offer or authorize any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any government official or any person, where such payment, gift, promise or other advantage would (i) comprise a facilitation payment; and/ or (ii) violate the Anti-Corruption Laws applicable to the Buyer.

18. TRADE COMPLIANCE: The Service Provider shall comply with all applicable laws, regulations, and orders imposing Sanctions on countries, individuals, or entities and/or regulating the export, re-export, import, re-import, transfer, disclosure, provision, and/or end use of the goods or services, and will instruct and require its contractors, agents, and business partners to do the same. The Service Provider warrants that neither the Service Provider nor any person that controls or owns the Service Provider is a Restricted Person and that to the best of its knowledge, no part of the Services is rendered or sourced by the Service Provider (either in itself or in combination with other Services) with the involvement of a Restricted Person, or in/from any territory, person, or entity subject to Sanctions. “**Sanctions**” or “**Trade Control**” means the economic sanctions laws, regulations, embargoes, export/import controls, or restrictive measures administered, enacted or enforced or imposed from time to time, including without limitation those enacted or enforced by (i) the United States; (ii) the United Nations; (iii) the European Union; (iv) the Federal Republic of Germany; (v) the Republic of Singapore; (vi) any other governmental entity; or (vii) any country that the Service Provider and/or Buyer is incorporated in or conducts business in. “**Restricted Person**” means a person that is (i) located in, incorporated under the laws of, or owned or controlled (directly or indirectly) by, or acting on behalf of, a person located in or organized under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions; or (ii) otherwise a target of Sanctions, that is, a person who would be prohibited or restricted by law or otherwise from engaging in trade, business or other activities.

19. HUMAN RIGHTS AND LABOUR LAWS: The Service Provider shall comply with all applicable laws, statutes, regulations, and codes relating to prevention of violation of human rights, child labor, exploitation, and slavery, including but not limited to the U.K. Modern Slavery Act, 2015, Australia Modern Slavery Act, 2018 (Commonwealth Act), and US Trafficking Victims Protection Act, 2000, and will instruct and require its contractors, agents, and business partners to do the same.

20. DATA PRIVACY AND PROTECTION: The Service Provider shall (i) comply with all applicable data protection laws in respect of the Processing of Personal Data, including the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (“GDPR”); (ii) only Process Personal Data to the extent necessary to perform its obligations under this GTCoPS and for no other purpose; and (iii) implement and maintain appropriate technical, organizational and security measures to ensure that Personal Data is adequately protected against unauthorized Processing, disclosure, loss or misuse. The Service Provider shall not transfer any Personal Data to any recipient without the Buyer’s prior written consent. The Service Provider shall promptly notify the Buyer if it suspects, or is aware of, any data breach involving Personal Data within 24 hours after having become aware of it, in which case, the Buyer shall be entitled to terminate all transactions and business relationship with the Service Provider. As used in this clause, “Personal Data” and “Process/Processing” have the meanings set out in the GDPR. The Service Provider shall comply with all directions and/or requirements of the Buyer pertaining to any mandatory breach of Personal Data notification requirements under any applicable law.

21. COMPLIANCE WITH LAWS: The Service Provider shall always conduct its business in all respects in accordance with all applicable laws and regulations of the Relevant Buyer Country and any other jurisdictions in which the Buyer conducts business, or which is applicable to the Buyer and/ or its business. Further, the Service Provider must obtain all licenses, permissions, consents, and other approvals required to perform its obligations under these GTCoPS. The Buyer has the right to suspend and/or terminate all transactions with the Service Provider in the event of breach of any laws or regulations. The Service Provider undertakes to indemnify the Buyer against all claims, losses (including direct and indirect losses), costs, damages, attorneys’ fees, and expenses incurred by the Buyer arising out of or in connection with any breach of the laws, whether explicitly stated in this GTCoPS or not.
