

BRENNTAG STANDARD TERMS AND CONDITIONS OF PURCHASE

SCOPE

- 1.1 The Brenntag Standard Terms and Conditions of Purchase are applicable to all purchases of Goods by all direct and indirect subsidiaries and affiliates of Brenntag AG, each a Buyer herein.
- 1.2 The content of the purchase order, together with these Standard Terms and Conditions, and any other attachments (collectively the "Purchase Order"), constitutes the entire and exclusive agreement between Buyer and Seller. Buyer hereby objects to and rejects any different or additional terms in any response to the Purchase Order. Such different or additional terms shall not apply even if Seller conditions its acceptance of the Purchase Order on Buyer's agreement to such terms. Buyer and Seller are not bound by prior sales contracts, dealings or trade usage. In the event of any conflict or inconsistency between any document submitted by Seller and the provisions hereof, the provisions hereof shall govern.
- 1.3 Each acceptance of a Purchase Order by Seller shall constitute the creation of a separate binding contract between Seller and Buyer, subject to the terms hereof.

WARRANTIES AND CHANGES

- 2.1 Seller represents and warrants (a) that the Goods supplied hereunder (i) shall be of the kind and quality specified in the Purchase Order and conform in particular to the agreed specification, (ii) shall be new and of good and merchantable quality, (iii) are suitable for its customary use, and (iv) shall be produced in compliance with the laws of Republic of India (hereinafter referred to as "RPI Law") (b) that Buyer shall receive clear and unencumbered title to the Goods supplied hereunder and that the Goods do not infringe upon or violate any patent, copyright, trademark or any other intellectual property right, or any trade secret, in each case, whether foreign or domestic, when sold or used for their ordinary intended purposes; and (c) that Seller will at all times hold all licenses/authorizations/permits required under RPI Law for the production and distribution of the Goods. Seller further represents and warrants that it does not use forced labor in any form and it does not employ, engage or otherwise use people below the legal minimum age of employment.
- 2.2 If any Goods are defective, then: (i) Buyer may, in addition to all rights and remedies Buyer may have under RPI Law, in its sole discretion, reject the defective Goods and Seller shall - at Buyer's option - promptly (i) repair or replace the defective Goods at Seller's sole expense, or (ii) refund in full the purchase price of such defective Goods and reimburse Buyer for all costs incurred in connection with delivery of such defective Goods and all expenses and costs incurred by Buyer in connection with replacing such Goods (including but not limited to, external and internal costs of shipping, handling collection or disposal of such Goods, and if applicable, any additional costs associated with obtaining replacement Goods from an alternate source).
- 2.3 The Buyer's inspection of the Goods upon their delivery is restricted to checking for obvious delivery of the wrong Goods, wrong quantities as well as damage resulting from transportation. The fact for Buyer to accept the Goods shall never prevent the Buyer from claiming against Seller for compensation of any costs, expenses, liabilities, damages, losses or other charges resulting from the delivery of damaged or defective Goods or Goods which are not suitable for their purpose, nor constitute a waiver of any of its warranty rights by Buyer.
- 2.4 The warranties in this Section shall continue in full force and effect for a period of twenty-four (24) months from the date of transfer of title to Goods and from the date of completion of repair or replacement of defective goods.
- 2.5 Seller shall provide Buyer with not less than three (3) months advance written notice of any changes in or to the Goods, including, without limitation, changes in or to the specifications, raw materials, packaging, manufacturing processes, manufacturing locations, analytical test methods, use of a new reagent or solvent, or any other change which results in an alteration to the physical or chemical characteristics of the Goods. Change to the Goods shall not be possible after the relevant order for such goods has been placed and accepted.
- 2.6 Seller shall provide for an adequate system of quality assurance and shall be obliged to make available sufficient proof and documentation of such measures regarding the quality control to Buyer upon request. Buyer shall have the right to carry out audits and inspections of Seller's business spaces and premises during normal business hours upon request.

TIMELY PERFORMANCE AND TITLE OF GOODS

- 3.1 Seller is obliged to deliver the Goods on time. Seller shall use its best efforts to prevent any delays and shall promptly notify Buyer of any anticipated delay. In the event of any delay in delivery Buyer reserves all claims and rights to which Buyer may lawfully be entitled under RPI Law.
- 3.2 Seller shall package Goods appropriately and with greatest care in order to avoid transit damages. Hazardous material shall be packed according with the respective national or international legal provisions. Seller shall maintain insurances with regard to transportation, product liability and general liability, whereby the coverage shall be adequate for the handling of hazardous products. Seller will show Buyer the relevant certificates or similar documentation upon request.
- 3.3 Seller shall provide Goods with bill of lading or similar documents. In case of delivery of chemicals Seller shall provide Buyer additionally with a batch specific certificate of analysis.
- 3.4 In the event of any late delivery, Seller shall pay liquidated damages ("Liquidated Damages") to Buyer in an amount equal to 0.2 % of the total amount set out on the invoice to which the Goods relate, for each full day of delay in delivery, but not more than 5 % of the invoice amount relating to the respective delivery. To the extent possible, the amount of the Liquidated Damages shall be either deducted from any outstanding amount that remains to be paid by Buyer to Seller in connection with such Goods or shall be given as credit towards the future purchase of Goods.
- 3.5 Notwithstanding the foregoing, should the Liquidated Damages be insufficient to compensate the actual loss, costs, expenses, liabilities, damages or other charges (altogether the "Actual Loss") suffered by Buyer as a result of the late delivery of Goods, Seller shall indemnify and hold harmless Buyer for the difference between the Actual Loss and the Liquidated Damages actually paid by Seller.
- 3.6 The title of Goods and the risk of loss shall pass to the Buyer upon delivery at the location designated by Buyer.
- 3.7 Drawings, drafts, calculations or formulas which were prepared or manufactured in accordance with Buyer's instructions by Seller shall become the property of Buyer with no additional remuneration. Furthermore Buyer shall immediately receive an exclusive and irrevocable right to use and license such drawings, drafts, calculations or formulas.
- 3.8 Seller shall provide Buyer free of charge with necessary documentation and declarations regarding the Goods and the transportation, especially but not limited to declarations of origin, health certificates and certificates for export control.

SUBCONTRACTORS AND SUPPLIERS

- 4.1 Seller may not subcontract any part of this Purchase Order or assign any of its rights or obligations under this Purchase Order without the prior written approval of Buyer.
- 4.2 Seller shall be fully responsible to Buyer for any and all acts and omissions of its employees, agents, suppliers, or subcontractors and their employees or agents of any tier.

INDEMNITIES

5. Upon first demand Seller shall indemnify and hold Buyer harmless from and against any and all loss, liability, cost or expense (including attorneys fees incurred in connection with the enforcement of this Purchase Order) Buyer may suffer or incur by reason of any claim or damage arising from:
- (i) infringement and alleged infringement of any patent, industrial design, copyright, trademark or any other intellectual property right, resulting from or arising in connection with the manufacture, sale, use or other disposition of any of the Goods hereunder;
 - (ii) any act, omission, default, breach of warranty, violation of law or any other act of omission by Seller or any employee, agent, supplier or subcontractor of Seller under the Purchase Order;
 - (iii) defective Goods; or
 - (iv) the breach of this Purchase Order, negligent performance or failure or delay in the supply of Goods; or
 - (v) any product liability claim with regard to the delivered Goods.

CONFIDENTIALITY

- 6.1 Seller shall not use or disclose to any third person any business information, business plans, data, designs, drawings, specifications or other information, (collectively, the "Confidential Information") belonging to or supplied by or on behalf of Buyer except where necessary for and to the extent required by the performance of the respective Purchase Order. Upon completion of the Purchase Order or upon Buyer's earlier request, all Confidential Information, including any copies thereof, shall be returned to Buyer. Where Buyer's Confidential Information is furnished to Seller's subcontractors, suppliers or to any other third party in connection with the performance of this Purchase Order, Seller shall insert the substance of this provision in its orders and shall ensure compliance with such provision by its suppliers or other third parties. For the avoidance of doubt, Section 4.2 of these Standard Terms and Conditions shall apply.

FORCE MAJEURE

- 7.1 Either party affected by a force majeure event shall not be in breach of the Purchase Order for failure to fulfill its obligations under the Purchase Order if and to the extent that such fulfillment has been delayed or prevented by any unforeseeable circumstance or event outside of the party's reasonable control and with no operational connection. For the avoidance of doubt, purely economic circumstances may not be considered as force majeure.
- 7.2 The affected party shall give prompt notice of such force majeure event and shall use its best efforts to eliminate the cause of the event. In case a force majeure event should result in a shortfall of products, Seller shall use its best efforts to supply Buyer at least with parts of the ordered Goods.

TERMINATION

- 8.1 Either party may terminate the Purchase Order immediately by delivering written notice to the other party upon occurrence of any of the following events: (i) the other party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, if such proceedings are not dismissed within 60 days; or (ii) the other party is liquidating, dissolving or ceasing to do business in the ordinary course; or (iii) any breach not cured by the other party within 30 days of receipt of notice of breach.
- 8.2 Any obligations or duties which, by their nature, extend beyond the expiration or termination of this Purchase Order shall survive the expiration or termination of this Purchase Order.

GOVERNING LAW AND DISPUTE RESOLUTION

- 9.1 This Purchase Order shall be governed and construed in accordance with the laws of the RPI. The parties specifically waive application of the UN Convention on Contracts for the International Sales of Goods.
- 9.2 The parties agree to negotiate in good faith to resolve any dispute between them arising out of or connected with this Purchase Order or out of a change in RPI tax refund regulations. If the negotiations do not resolve the dispute to the reasonable satisfaction of the parties within 30 days after notification of such dispute, either party may begin formal arbitration proceedings to be conducted in accordance with Section 8.3 below.

9.3 In the event the parties are unable to settle a dispute in accordance with Section 8.2 above, such dispute shall be in accordance with the provisions of Arbitration & Conciliation Act 1996 and the Rules framed thereunder. There shall be one arbitrator to be chosen by the parties by mutual agreement within 15 days after receipt of the notice of arbitration. English shall be used in the arbitration throughout.

MISCELLANEOUS

- 10.1 Except as specifically set forth herein, all rights and remedies provided in favor of Buyer hereunder are in addition to and without prejudice to any other rights and remedies to which Buyer may lawfully be entitled under RPI Law.
- 10.2 Any Purchase Order shall be executed in English.
- 10.3 The invalidity or unenforceability of any portion or provision of the Purchase Order shall in no way affect the validity or enforceability of any other portion or provision hereof. Any invalid or unenforceable portion or provision shall be severed from the Purchase Order and the balance of the Purchase Order shall be construed and enforced as if the Purchase Order did not contain such invalid or unenforceable portion or provision.
- 10.4 The Purchase Order may be amended, supplemented or modified, only by written instrument signed by both Parties. The same shall apply to a waiver of this written form requirement.
- 10.5 Unless otherwise provided by applicable regulations, failure or delay on the part of Buyer hereto to exercise any right under this Purchase Order shall not operate as a waiver thereof, nor shall any single or partial exercise of any right preclude exercise of any other right.
- 10.6 The Seller shall comply with the standards of the Brenntag Group Code of Business Conduct and Ethic Rules as set out on the Brenntag Group Homepage link as follows:
[http://intra.brenntag.net/de/brenntagGroup/downloads/Guidelines/Compliance/130611 Brenntag Code of Business Co
nduct and Ethics E.pdf](http://intra.brenntag.net/de/brenntagGroup/downloads/Guidelines/Compliance/130611_Brenntag_Code_of_Business_Conduct_and_Ethics_E.pdf)

Buyer

Name: _____

Title: _____

Seller

Name: _____

Title: _____

Stamp: