

General Terms and Conditions for Containers

Status as of July 1st, 2023

1 Refundable deposit containers

Liquid chemicals are delivered in refundable deposit containers, which are also labelled as such. In particular, the attached deposit container labels and other labels on containers, e.g. in accordance with the Chemicals Act, may not be changed, removed, pasted over or otherwise made unrecognisable. The containers must not be modified, damaged, soiled or misused (e.g. filled with other products or used to contain mixtures). We would like to point out that such actions can lead to serious injuries to persons and to financial losses and can therefore also have consequences under criminal law.

The charged deposit fee corresponds to our current price list.

The deposit amount on refundable deposit containers will only be refunded, if it can be proven that it was collected by Brenntag Austria GmbH. The deposit amount is forfeited for metal drums if they are returned rusty on the inside. The deposit will not be refunded if the containers have not been completely emptied and cleaned or if they are damaged, dirty or otherwise unusable.

The decisive factor for the refund of the deposit amount is the date of receipt by Brenntag and the subsequent inspection of the returned deposit containers within a reasonable period of time.

Containers provided by us or third parties may not be exchanged, passed on to third parties, used as storage containers or handed over to third parties. Deposit containers must be returned to us or to the office designated by us without delay. When returned to us, the containers must always be sealed. In the event of return, credit notes will be charged in the following amounts depending on the retention period:

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 will be credited to the customer against corresponding containers with the longest retention period. The expiry of the deposit is calculated on the basis of this retention period. In the event of return by rail or forwarding agent, we shall charge the returning customer for the charge incurred by us or offset it against the deposit container credit.

The customer shall be liable to us, even if he is not at fault, for improper use, damage or loss of containers which we have provided or handed over to him or to a third party named by him. We reserve the right to charge cleaning costs for the cleaning of containers.

We are not obliged to check containers provided by the customer for suitability, in particular cleanliness. We shall not be liable for damage or defects resulting from defective or otherwise inadequate containers. The customer shall also indemnify and hold us harmless against third parties in this respect.

2 Leased containers

For certain containers according to the current price list, a container tracking system using individual barcodes is used. Brenntag rents and the customer rents these Brenntag-owned containers.

The containers are provided free of charge for a certain period of time according to the current price list. The rental fee is charged after the fee-free period per calendar week or part thereof (the date of receipt by Brenntag is decisive), with the customer being invoiced monthly. The deposit system pursuant to clause 1 is excluded for the containers subject to the rental system.

The rental containers are made available for a maximum of 6 months. If the rental containers are not returned to Brenntag within 6 months, the container price shall be invoiced in accordance with the container price list.

The customer may only use the containers for the products supplied by Brenntag. Any other use and any transfer of the containers to third parties is expressly prohibited. A right of retention to the rented containers is excluded. The return of containers other than the rented containers shall not release the customer from the obligation to return the rented containers.

In the event of damage, soiling, loss or claims by third parties, the customer must inform Brenntag immediately. The customer shall be liable for damage, soiling and loss of the rented containers or claims by third parties irrespective of fault in the amount of the container price according to the container price list. Labels, stickers or other changes to the rented containers which cannot be removed without leaving residues shall be deemed to be damage. The customer shall be liable to pay compensation to Brenntag for any resulting special cleaning of the containers.

Brenntag shall not be liable for any damage or defects arising as a result of defective or otherwise inadequate rented containers. The customer shall also indemnify and hold Brenntag harmless against third parties in this respect.

3 General

The deposit or rental amount for containers shall be invoiced separately in each case and is due immediately and without any deduction, irrespective of the payment condition for the delivery of goods plus VAT. The specified return periods are based on the limited shelf life of the respective containers.

Brenntag's liability for damages resulting from defects or faults in the packaging, in particular for containers, drums, canisters etc., is excluded as agreed.

Containers must be returned carriage paid to one of the following Brenntag locations:

2353 Guntramsdorf, Bahnstraße 13 (Bahnhof Guntramsdorf-Kaiserau)

4050 Traun, Rubensstraße 48

2700 Wr. Neustadt, Haidbrunnngasse 50

However, in the case of new deliveries with our own fleet of vehicles and if there is sufficient free loading space, we will endeavour to take over the deposit or rental containers to be returned to us for return transport. However, the customer has no claim to this! The customer bears the transport risk for the return of deposit or rental containers; this is not assumed by Brenntag.

Brenntag shall not enter into any obligation whatsoever with regard to the quantity of deposit or rental containers to be returned by the customer and with regard to the collection date. Any transport costs and ancillary expenses incurred shall be borne by the customer. The customer shall return the empties in a transport-safe manner and, in the case of small containers on pallets, wrapped / banded so that compliance with the load securing regulations is possible.

Brenntag will not accept the return of non-returnable containers that are not kept in stock as deposit or rental containers.

Any terms and conditions of the customer that conflict with or deviate from our General Terms and Conditions of Business shall not apply. Such terms and conditions of the customer shall not apply even if we do not separately object to their validity in individual cases or refer to a letter that contains or refers to the terms and conditions of the customer or a third party. Our terms and conditions shall also apply if we provide our services without reservation in the knowledge of terms and conditions that conflict with or deviate from our terms and conditions.

Our General Terms and Conditions for Packages shall also apply to all future transactions with the customer. Agreements as well as all other declarations, in particular subsidiary agreements and amendments to the contract, must be made in writing to be effective.

The place of performance for both parties shall be Vienna. It is agreed that the exclusive place of jurisdiction shall be the court with subject-matter jurisdiction and local jurisdiction for the first district of Vienna, which shall apply Austrian law - excluding the conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods. With regard to the clauses contained in our terms and conditions (EXW, FCA, CPT) or any other applicable clauses, reference is made to **Incoterms 2020**, whereby the original text of the German translation of the International Chamber of Commerce Paris is to be taken as a basis. If mandatory law precludes the application of individual terms and conditions (Consumer Protection Act), they shall be replaced by the content of the provision that is most favourable to us in terms of the provisions that do not apply and that can be brought into line with them.