

General Terms and Conditions of Sale and Delivery

Status July 2023

1. Validity

- 1.1. The following General Terms and Conditions of Sale and Delivery ("GTSD") shall apply to all present and future contractual relationships, unless otherwise expressly agreed between the contracting parties. Our deliveries, services and offers shall be made exclusively on the basis of the present GCSD.
- 1.2. The validity of the buyer's/orderer's terms and conditions is hereby expressly rejected. This shall also apply if the latter refers to its terms and conditions of business or purchase by means of counter-confirmations or in any other way.
- 1.3. In this respect, contractual performance on our part shall not be deemed to be consent to contractual terms and conditions deviating from our GCSD.
- 1.4. Deviations from our GCSD shall only be effective if confirmed by us in writing by the management.
- 1.5. The GCSD shall supersede all previous GCSD and shall also apply as a framework agreement to all further legal transactions between the contracting parties.
- 1.6. The buyer/customer agrees that we may subsequently amend our GCSD and that the amended GCSD shall also apply to the ongoing business relationship. We shall inform the buyer/customer in writing of any subsequent amendments. The amended GCSD shall be binding on the Buyer/Customer unless the Buyer/Customer objects to the application of the amended GCSD in writing by e-mail within two weeks of receipt of the notification. In the event of objection, the previous GCSD shall continue to apply unchanged. In this case, however, we shall have an extraordinary right of termination.

2. Electronic commerce

- 2.1. Orders of the buyer/customer can be sent validly by e-mail or via other digital communication channels explicitly announced by us, but require error-free receipt by us in order to be effective. Transmission errors - regardless of the cause - are within the responsibility of the buyer/customer.
- 2.2. We reserve the right, due to a malfunction of

our data processing system, to immediately revoke the validity of individual or temporally specific legal declarations by suitable means (individual message, announcement on our websites) and to carry out or request the renewed, valid transmission of the same.

3. Conclusion of contract/commitment period

- 3.1. Our offers are subject to change and non-binding. A contract offer of a buyer/customer requires a written order confirmation on our part. The dispatch of the goods ordered by the buyer/customer shall, however, also effect the conclusion of the contract without prior written order confirmation.
- 3.2. Offer documents may not be made accessible to third parties.
- 3.3. Information, recommendations, offers and agreements of our employees as well as contractual collateral agreements, reservations, amendments and supplements require our written confirmation in order to be valid and are subject to correct and timely delivery to us.
- 3.4. Drawings, illustrations, dimensions, weights or other performance data and descriptions are only binding if this has been expressly agreed in writing. The same applies to other special properties or in the event that the goods are intended to be suitable for a specific purpose.
- 3.5. Public statements made by third parties, in particular in advertising, about the quality of the goods shall not be deemed to be part of the contract in the absence of an express agreement to the contrary.
- 3.6. The buyer/customer is bound to his purchase offer for 3 weeks, unless otherwise specified in his order.

4. Price/price increase

- 4.1. All our prices or freight details are not to be understood as a fixed price, unless separately agreed or assured. Unless expressly stated otherwise, all prices quoted by us are exclusive of VAT and exclusive of any fees, all tolls and other road tolls. Our prices are FCA ex our regional distribution warehouse or, in the case of drop shipments, FCA ex works, in each case excluding packaging, unless otherwise agreed in individual cases.

- 4.2. We are entitled to demand a deposit at our own discretion. Should the buyer/customer fail to make the down payment in due time, we shall not be subject to any delivery or performance obligations. Any other claims on our part shall remain unaffected.
- 4.3. Should the wage costs change due to law, ordinance, collective agreement regulations in the industry or internal company agreements, or should other costs relevant for the calculation or costs necessary for the production of goods and services change, such as those for materials, energy, transport, external work, financing, import duties, taxes, etc., a corresponding increase or reduction of the prices shall be permissible.
- 4.4. For repeat orders, the prices of the previous transaction shall only apply if we expressly confirm them.

5. Terms of payment, interest on arrears

- 5.1. In the absence of any agreement to the contrary, payments are due immediately from the date of the invoice and are to be made net without any deductions and free of charges. Discount deductions always require a separate agreement.
- 5.2. Payments to our representatives shall only be debt-discharging if they have power of collection and they are made against receipts issued by us.
- 5.3. Payments can also be credited by us against the oldest due debt if these are dedicated by the buyer/customer in (another) specific manner.
- 5.4. In the event of default in payment, also with partial payments, any discount agreements, granted rebates, instalments and other benefits shall lapse and shall therefore cease to apply.
- 5.5. Payments by the buyer/customer shall only be deemed to have been made at the time of receipt in our business account when we can dispose of the amount.
- 5.6. In the event of default of payment by the buyer/customer, we are entitled to demand compensation for the damage actually incurred as well as default interest in the amount of 15% p.a., furthermore bank and bill charges and other documented costs. In the event of default in payment on the part of the buyer/customer, we are also entitled to demand compound interest from the date of

handover of the goods.

- 5.7. In the event of justified doubts about the solvency or creditworthiness of the buyer/customer, we are authorised - without prejudice to our other rights - to refuse outstanding services and to demand (if necessary also subsequently) securities or advance payments for outstanding deliveries as well as to make all claims from the business relationship due immediately. Furthermore, we may withhold or refuse further deliveries in whole or in part not only from the respective contract but also from other contracts and demand the provision of securities or advance payment for the deliveries. We are entitled to set the buyer/customer a deadline for the provision of securities or advance payment. If securities are not ordered or the advance payment is not made by the expiry of the deadline, we are entitled to withdraw from the contract without prejudice to other claims.

6. Dunning and collection charges

- 6.1. In the event of default, the buyer/customer undertakes to reimburse us for the dunning and collection expenses incurred, insofar as they are necessary for the appropriate prosecution, whereby the buyer/customer undertakes in particular to reimburse at most the fees of the collection agency involved, which are derived from the BMWA ordinance on the maximum rates of fees due to collection agencies.
- 6.2. If we carry out the dunning process ourselves, the buyer/customer undertakes to pay fees accruing per half-year for each reminder issued and for the keeping of records of the debt relationship in the dunning process.

7. Bill of exchange and cheque

- 7.1. If we accept bills of exchange or cheques, then only on account of payment and subject to discounting possibilities against immediate reimbursement of all charges. All discount charges, collection charges or other costs associated with non-cash payments shall be borne by the buyer/customer and shall be reimbursed by the latter. We are not obliged to present bills of exchange or cheques in due time.
- 7.2. If the buyer/customer does not meet his payment obligations, in particular if he stops his payments or if a cheque is not honoured, or if other circumstances become known which call into question the creditworthiness of the

buyer/customer, we are entitled to call due the entire remaining debt, even if we have accepted cheques/bills of exchange. We are entitled to return accepted bills of exchange before they expire and to demand immediate cash payment.

8. Exchange rate differences in favour of or at the expense of the buyer

In the case of foreign currency transactions not invoiced in euros, exchange rate differences after conclusion of the contract shall be for the benefit or at the expense of the buyer/customer.

9. Force majeure

- 9.1. Cases of force majeure, as such circumstances and occurrences which cannot be prevented with the diligence of proper business management, such as in particular war, riots, natural disasters, pan- or epidemics, lightning, decrees of high authority, strike, lockout, disturbances in the supply of energy and raw materials, shortage of resources, extraordinary traffic and road conditions, machine damage not due to improper maintenance, non-delivery or late delivery by upstream suppliers as well as other operational disruptions through no fault of our own, including cyber attacks, entitle us to suspend delivery for the duration of the impediment and a reasonable start-up period or to withdraw from the contract with regard to the part not yet fulfilled.
- 9.2. A claim for damages by the buyer/customer is excluded.
- 9.3. The buyer/customer can demand a declaration from us as to whether we wish to withdraw or deliver within a reasonable period. If we do not make a declaration, the buyer/customer may withdraw.

10. Delivery dates and delivery periods

- 10.1. Each order confirmation is made subject to complete and timely delivery by our upstream suppliers. Should non-availability or shortage occur, the buyer/orderer will be informed immediately. Point 9 applies accordingly.
- 10.2. Delivery periods and dates are only binding if they have been expressly designated as binding in our written order confirmation.
- 10.3. All delivery dates and deadlines refer to the time of readiness for dispatch and are subject to the condition that transport routes and

means of transport are available to the required extent. Deadlines and dates are therefore deemed to have been met if the goods are on their way to the buyer/customer when the deadline expires or if we have notified the buyer/customer that the goods are ready for dispatch.

- 10.4. Force majeure, as well as impediments to acceptance and performance in the supplier, production or transport sector or other circumstances and events outside our sphere of influence shall release us from the contractual obligations affected thereby for the duration of the disruption; we shall not be obliged to make a subsequent delivery.
- 10.5. If the quantities of goods available to us are not sufficient to satisfy all buyers/customers, we shall be entitled to make equal reductions in all delivery obligations; beyond this, we shall be released from delivery obligations.
- 10.6. In all such cases, even if we are already in default, we shall be entitled to deliver with a corresponding delay, including a reasonable start-up time.
- 10.7. In addition, if the delivery periods are exceeded by more than 4 weeks, we are also entitled, at our discretion, to withdraw from the contract immediately or later, in whole or in part.
- 10.8. After the expiry of 4 weeks, the buyer may set us a reasonable period of grace with the indication that he will refuse delivery after the expiry of the period of grace.
- 10.9. After unsuccessful expiry of the deadline, the buyer/customer is entitled to withdraw from the purchase contract by means of a written declaration or to claim damages for non-performance due to a delay in delivery for which we are responsible.

11. Delivery of the goods

- 11.1. The delivery of the goods shall be made in customary condition and packaging. The delivery quantity shall be determined bindingly, at our discretion, according to one of the customary methods. Customary short or excess deliveries of the quantity sold shall be deemed fulfilment of the contract. We are entitled to partial performance to a reasonable extent. The data determined by the shipping point shall be decisive for the quality.
- 11.2. Acceptance of the goods by the buyer/customer, forwarder or carrier shall be deemed

proof of quantity, flawless wrapping and loading. Our deliveries are always made FCA our domestic delivery warehouse. Even if the customer requests transport by a third party, the delivery shall be made to the carrier FCA our domestic delivery warehouse.

- 11.3. Deliveries expressly designated as carriage paid (CPT) shall in case of doubt not include the unloading costs at the place of destination. The buyer's/orderer's attention is expressly drawn to the fact that no provision is made on our part for the conclusion of forwarding or transport insurance. Under no circumstances do we accept any liability for the actions of a forwarding agent or carrier or their subcontractors, even if they have been commissioned by us.
- 11.4. Any freight increases, customs duties, taxes and other public charges incurred after conclusion of the contract shall in any case be borne by the buyer/customer. Price increases that occur in the course of partial deliveries or that arise due to higher transport costs or ancillary costs shall be approved by the buyer/customer in advance.
- 11.5. In the case of deliveries in tank wagons, the buyer/ordering party shall be responsible for ensuring the fastest possible emptying and return to us or the specified address. In the event of an extension of the standing time in his company for which the buyer/customer is responsible, the tank wagon rental and other additional costs incurred for this shall be borne by the buyer/customer.

12. Default of acceptance by the customer/passing of risk/rescission of contract

- 12.1. The buyer/customer is obliged to take delivery of the goods. The buyer/customer must unload, store and thus accept the goods immediately and properly. In addition, the buyer/customer must inform us in good time of any difficult delivery conditions, e.g. poor access, long hose route. If the buyer/customer has not taken delivery of the goods as agreed (default in acceptance), we are entitled, after setting a deadline to no avail, either to store the goods on our premises, for which a storage fee will be charged, or to store them at the expense and risk of the buyer/customer with an authorised tradesman.
- 12.2. If our employees assist with unloading and storage, this shall be done without legal

obligation and at the risk of the buyer/customer. Under no circumstances are we to be qualified as vicarious agents. The risk of accidental loss of the goods shall pass to the buyer/customer when the goods are made available for collection, at the latest when they are loaded into the means of transport. We are not obliged to expressly notify the buyer/customer of the provision. If the delivery or collection is delayed for reasons for which the buyer/customer is responsible, he shall bear the costs of storage and the risk of loss of the item.

- 12.3. At the same time, we are entitled either to insist on fulfilment of the contract or, after setting a reasonable period of grace of at least 2 weeks, to withdraw from the contract and to dispose of the goods elsewhere.
- 12.4. The buyer's/orderer's default in acceptance entitles us to assert claims for damages due to non-performance or to withdraw from the contract even without setting a grace period.

13. Prohibition of set-off by the buyer/customer and right of retention

Only undisputed or legally established claims entitle the customer to set-off. The right of retention of the buyer/customer is excluded. We shall only return securities provided upon request if they exceed our total claims by more than 50%.

14. Retention of title and securities

- 14.1. All goods are delivered by us subject to retention of title and we reserve the right of ownership of our delivered goods until full settlement of all financial obligations of the buyer/customer to which we are entitled now or in the future for any legal reason. The buyer/customer bears the entire risk for the reserved goods, in particular for the risk of destruction, loss or deterioration.
- 14.2. Any pledging or transfer by way of security of our goods delivered under retention of title in favour of third parties is not permitted without our consent. In the event of access by third parties to the goods subject to retention of title - in particular through seizure - the buyer/customer is obliged to make this known to third parties in a suitable form by pointing out our ownership and informing us immediately; this also applies in the event of a resale, which may only take place with our written consent until the purchase price has been paid in full. Should the buyer/customer sell the delivered

goods without our consent, the buyer/customer shall assign to us in payment all claims and security interests to which he is entitled from the resale until full payment of the purchase price or other of our claims. Item 15 shall apply accordingly.

- 14.3. In the event of conduct by the buyer/customer in breach of contract - in particular in the event of default in payment - we shall be entitled to take back the goods subject to retention of title or, if applicable, to demand assignment of the buyer's/customer's claims for return against third parties. Our taking back or seizure of the goods subject to retention of title does not constitute a withdrawal from the contract.
- 14.4. At our request, the buyer/customer is obliged to provide us with an exact list of the claims assigned to us in accordance with this provision, including the names and addresses of the buyers, and to provide us with all information necessary for the assertion of the assigned claims.
- 14.5. All costs arising from the repossession of the delivery item (transport and manipulation charges) shall be borne by the buyer/customer. We are entitled to sell the returned delivery item on the open market.
- 14.6. The buyer/customer undertakes to notify us before filing for insolvency proceedings so that we can take over goods delivered under retention of title and which are our property.
- 14.7. Should the buyer/customer process, handle, mix or combine the goods delivered under retention of title, our ownership shall extend proportionately to the new item.
- 14.8. Notwithstanding point 5.7 we shall be entitled at any time to demand securities of our choice (including land register liens) for the proper fulfilment of the buyer's/customer's obligations and their reinforcement at the buyer's/customer's expense. If these securities are not provided, we are entitled to refuse delivery and to withdraw from the contract. In addition, we are authorised and entitled to claim and realise assets of all kinds which are subject to our actual influence as security.

15. Assignments of receivables

- 15.1. In the case of delivery subject to retention of title, the buyer/customer already now assigns to us his claims against third parties, insofar as these arise from the sale or processing of our goods, on account of payment until final

payment of our claims. Otherwise, the buyer/customer is not permitted to assign the claims assigned to us to third parties, in particular by way of a shell or blanket assignment.

- 15.2. Upon request, the buyer/customer shall name its customers and notify them of the assignment in due time.
- 15.3. The assignment shall be entered in the business books, in particular in the open items list, and shall be made apparent to the buyer on delivery notes, invoices, etc. The buyer/ordering party shall be entitled to the assignment. If the buyer/customer is in arrears with his payments to us, the sales proceeds received by him shall be segregated and the buyer/customer shall hold these only in our name.
- 15.4. In the event of default in payment by the buyer/customer, we shall be entitled to notify the resellers of the goods, of whom the buyer/customer must inform us, of the assignment and demand payment to us.
- 15.5. Any claims against an insurer are already now assigned to us within the limits of § 15 of the Insurance Contract Act. Claims against us may not be assigned without our express consent.
- 15.6. All assignments in our favour under this clause are hereby accepted.

16. Warranty

- 16.1. The warranty period for the products delivered by us is six months in each case and begins with the date of delivery. Claims under the title of warranty shall become statute-barred upon expiry of the respective period.
- 16.2. In the case of purchase according to sample or specimen, the properties of the sample or specimen shall not be deemed to be warranted. A warranty of properties is only binding for us if it has been expressly made in writing.
- 16.3. With regard to the buyer's/ordering party's obligations to inspect and give notice of defects, it must be noted that notices of defects and other complaints must be made immediately, i.e. within a period of two weeks after receipt of the goods; within the meaning of this provision, we are not obliged to provide a warranty in particular if the defect could have been discovered during proper inspection before the start of processing and the notice of defect is not made before the start of processing. In the event of failure to comply with this obligation to give notice of defects, all warranty claims

- shall lapse. Failure to give notice of defects in due time shall in any case also release us from liability for consequential damages.
- 16.4. Further treatment or processing shall be at the risk of the buyer/customer. Before further treatment or processing, the buyer/customer must check the suitability of the material for the intended purpose. If he fails to carry out this inspection, or if he does not carry it out to the required extent, or if he does not report defects immediately, the goods shall be deemed to have been approved.
- 16.5. If operating or maintenance instructions are not followed, modifications are made to the products, parts are replaced or consumables are used that do not comply with the original specifications, any warranty shall lapse if the Purchaser/Orderer does not refute a corresponding substantiated claim that only one of these circumstances caused the defect.
- 16.6. In the event of a justified and timely notification of defects, we shall be entitled to choose between replacement delivery, rectification of defects, supplementary delivery or reduction of the purchase price.
- 16.7. Several rectifications and replacement deliveries are permissible.
- 16.8. We shall not be liable for the suitability of the goods for the purposes intended by the customer unless the intended purpose has become part of the contract in writing. Unless otherwise agreed in writing in individual cases, products supplied by us do not meet the requirements of legally regulated qualities of raw materials or end products and in particular do not have food, feed, pharmaceutical or cosmetic quality. The use of the product is the sole responsibility of the buyer/customer. Insofar as we provide application-specific advice, information or recommendations, these are made on the basis of the information, samples or test series provided by the buyer/customer. The correctness and completeness of the content of this information is not checked by us for completeness or correctness and is the responsibility of the buyer/customer. We shall only be liable in the event of intentional and grossly negligent written advice.
- 16.9. Warranty claims exist under the other conditions only for defects that are present at the time of handover (in the case of shipment at the time of handover to the first carrier). The buyer/customer must prove that this is the case. A presumption of defectiveness within the meaning of § 924 ABGB is excluded.
- 16.10. Liability for normal wear and tear is excluded in any case.
- 16.11. Only the direct purchaser/orderer is entitled to warranty claims against us and these cannot be assigned to third parties.
- 16.12. The complaint about a delivery or service does not entitle the buyer/customer to reject further deliveries from the same or another contract.
- 16.13. The possibility of special recourse pursuant to § 933 b ABGB (Austrian Civil Code) after expiry of the warranty period between us and the customer/purchaser pursuant to item 16.1 is excluded.
- 16.14. Measures to mitigate damage shall not be deemed an acknowledgement of defects. By negotiating any notices of defects we do not waive the objection that a notice of defect was not in time, factually unfounded or otherwise unfounded.
- 16.15. Transport damage must be reported immediately in writing by the buyer/customer and documented on the shipping documents vis-à-vis the carrier.
- 16.16. Item 20 applies accordingly.

17. Damages

- 17.1. Claims for damages against us are excluded - with the exception of personal injury - unless we can be proven to have acted intentionally or with blatant gross negligence. We shall not be liable for indirect damage, loss of profit, loss of interest, failure to make savings, consequential and pecuniary damage (caused by a defect) and damage arising from third-party claims.
- 17.2. Any compensation shall be limited to the amount of the purchase value of the respective (partial) delivery, but not more than the amount covered by our insurance.
- 17.3. The possible liability of a vicarious agent is limited to careful selection.
- 17.4. Claims for damages against us shall become statute-barred six months after knowledge of the damage and the damaging party.
- 17.5. The proof of the existence of at least blatant gross negligence is incumbent on the buyer/customer.
- 17.6. If a claim for damages is asserted instead of a warranty claim, the buyer/customer shall, at our discretion, initially only have a claim for repair of defective goods or replacement

- delivery.
- 17.7. Measures to mitigate damage shall not be deemed to be an acknowledgement of the damage. By negotiating any notices of claim, we do not waive the defence that a claim was timely, factually unfounded or otherwise without merit.
- 17.8. Item 20 applies accordingly.

18. Product liability

- 18.1. Liability for damages under the Product Liability Act shall be limited to the extent prescribed by law; any further liability shall be excluded in accordance with the statutory provisions. Any recourse claims within the meaning of § 12 PHG are therefore excluded.
- 18.2. The customer undertakes to transfer this exclusion of liability to its customers.

19. Delivery by deposit container or containers provided by the buyer/customer

- 19.1. Unless otherwise agreed, liquid chemicals shall be delivered in deposit containers which are marked as such.
- 19.2. The deposit 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 on deposit containers.
- 19.3. With regard to the containers, our General Terms and Conditions for Containers shall apply, which the buyer/customer hereby acknowledges and agrees to.
- 19.4. We are not obliged to check containers provided by the buyer/customer for suitability, in particular cleanliness.
- 19.5. We shall not be liable for damage or defects arising as a result of defective or otherwise inadequate containers. The buyer/customer shall also indemnify and hold us harmless in this respect against third parties.

20. Appropriate and exclusive use of the goods for commercial purposes

- 20.1. In accordance with the Chemicals Act BGBl.326/87 in the respective applicable version, we sell our goods exclusively for commercial use.
- 20.2. As a matter of principle, we do not assume any liability for the suitability of the delivered goods for the purposes envisaged by the

buyer/customer and also not for any damage that may result from processing or application in the broader sense of the product.

- 20.3. Any liability due to improper use of the product is excluded.
- 20.4. The object of purchase only offers the safety that can be expected on the basis of approval regulations, operating instructions, regulations of the supplying plant on the handling of the object of delivery (operating instructions) - in particular with regard to the prescribed inspection - and other instructions given according to the current state of science and technology.
- 20.5. We are not liable for the granting of official permits. The buyer/customer assures that he will observe the safety and environmental protection regulations.

21. Data protection, change of address and copyright

- 21.1. Both we and the buyer/customer are obliged to comply with the provisions of the Data Protection Act (DSG), the General Data Protection Regulation (DSGVO) and any other statutory confidentiality obligations.
- 21.2. We process the necessary personal data for the purpose of fulfilling the contract. The detailed data protection information (data protection notice) in accordance with Art 13 ff DSGVO can be found on our homepage at: <https://www.brenntag.com/de-at/datenschutzerklaerung.html>
- 21.3. The buyer/customer is obliged to take all necessary data protection measures, in particular those within the meaning of the DSGVO (e.g. obtaining the declaration of consent of the persons concerned), so that we may process the personal data for the purpose of the contractual relationship.
- 21.4. The buyer/customer is obliged to notify us of changes to his residential or business address as long as the contractual legal transaction has not been completely fulfilled by both parties. If the notification is omitted, declarations shall be deemed to have been received even if they are sent to the last address notified.
- 21.5. Plans, sketches or other technical documents as well as samples, catalogues, brochures, illustrations and the like shall always remain our intellectual property; the buyer/customer shall not be granted any rights of use or exploitation whatsoever.

22. Choice of law, place of jurisdiction

- 22.1. The exclusive place of jurisdiction is agreed to be the court with subject-matter jurisdiction and local jurisdiction for the first district of Vienna. Austrian law shall apply exclusively between the contracting parties for the assessment of disputes arising from or concerning this contractual relationship, to the exclusion of the reference norms of international private law and the UN Convention on Contracts for the International Sale of Goods.
- 22.2. The contractual language is German.
- 22.3. With regard to the clauses contained in our terms and conditions (EXW, FCA, CPT) or any others that may apply, 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. Legal provisions whose application is restricted by law to fully qualified merchants are hereby deemed to be agreed with non-

merchants and minor merchants.

- 22.4. Amendments and supplements to the contract, including the written form clause, must be made in writing to be effective.

23. Severability clause

- 23.1. Should one of the provisions of these GCSD be void or ineffective, this shall not affect the validity of the remaining provisions.
- 23.2. It is agreed that the void or invalid provision shall be reinterpreted or supplemented in such a way that the economic purpose intended by the void or invalid provision is achieved in the best possible way. This shall also apply to any loopholes.
- 23.3. If mandatory law precludes the application of individual provisions, such provisions shall be replaced by the most favourable provisions for us in terms of the provisions which do not apply and which can be reconciled with them.