

General Conditions of Purchase

Status July 2023

1. Validity

- 1.1. The present General Terms and Conditions of Purchase ("GTCP") shall be deemed agreed for our orders - with the exception of deviating written agreements. We expressly object to any deviating terms and conditions of sale and delivery of the seller. They shall only become binding for us in the event of a written acknowledgement signed by the company.
- 1.2. The present GPC shall also apply to all future orders placed by us, even if we have not separately pointed out their applicability in individual cases.
- 1.3. Deviations from our GTCP are only effective if confirmed by us in writing by the management.
- 1.4. The GPC shall supersede all previous GPC and shall also apply to all further legal transactions between the contracting parties.
- 1.5. The contractor agrees that we may subsequently amend our GPC and that the amended GPC shall also apply to the ongoing business relationship. We shall inform the contractor in writing of any subsequent amendments. The amended GPC shall be binding on the contractor unless it objects to the application of the amended GPC within two weeks of receipt of the notification in writing by e-mail. In the event of an objection, the previous GPC 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 contractor can be validly sent by e-mail or via other digital communication channels explicitly announced by us, but must be received by us without errors in order to be effective. Transmission errors - regardless of the cause - shall be borne by the contractor.
- 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. Offers and orders

- 3.1. Only orders placed in writing (letter, e-mail or fax) are binding. Verbal agreements require the written confirmation of our management.
- 3.2. Our enquiries are non-binding and do not commit us to any remuneration or compensation for cost estimates.
- 3.3. Unless otherwise agreed, the prices stated in our orders are fixed prices, including packaging, free place of destination, duty paid, including value added tax (if any), taxes and fees. Unless otherwise agreed, the transport risk shall be borne by the supplier.
- 3.4. The contractor shall notify us in writing of any deviations from our enquiries or orders.
- 3.5. We reserve all property and industrial property rights to illustrations, calculations and other commercial and technical documents. The contractor may not make them accessible to third parties without our express prior written consent; they are to be used exclusively for the performance of the deliveries or services and are to be returned to us without being asked at the end of the contract or demonstrably destroyed at our request.

4. Conclusion of contract and obligation to perform

- 4.1. If no written objection is received by us within two working days of our order, this shall be deemed to be full confirmation of our order and acceptance of the terms and conditions stated therein.
- 4.2. Drawings, drafts, calculations, recipes, etc. prepared by the contractor according to our specifications shall become our property without separate remuneration unless expressly agreed otherwise in writing. We shall receive an exclusive, comprehensive right of use, unlimited in terms of time, place and content, including the right of transfer and sublicensing.
- 4.3. The delivered goods must meet the conditions of origin of the preferential agreements of the EC/EU, unless expressly agreed otherwise. At our request, the contractor is obliged to provide us with the necessary documents and declarations for deliveries or services, in particular declarations of origin, health

certificates, export control classifications and safety data sheets, without delay and free of charge.

- 4.4. The supplier shall provide full details of all existing and potential risks or hazards associated with the goods, in particular toxicity, flammability, inhalation or direct contact hazards and whether the hazards arise from direct or indirect use. In addition, the contractor shall provide full details of the appropriate safety precautions to be taken in connection with the use and handling of the Goods and shall mark all packaging and containers of dangerous, toxic or otherwise harmful Goods in a prescribed and conspicuous manner to protect persons handling or coming into contact with those Goods.

5. Prices and terms of payment

- 5.1. Price agreements for blanket orders shall only be deemed binding if they are not undercut by competing offers by at least 3% (in words: three percent) during the term of the blanket order. In these cases we are entitled to withdraw from the order.
- 5.2. Invoices can only be processed if they contain: all compulsory details in accordance with the Value Added Tax Act (if such tax is due), if stated our order number as well as the delivery/service address, the delivery date or service time.
- 5.3. Unless otherwise agreed in writing, invoices are payable within two weeks, with a 3% discount, or within 30 days of receipt of invoice net without deduction. The payment period shall commence on the date of receipt of the invoice, but not from the date of issue of the invoice; if the goods arrive later, the payment period shall commence on the date of acceptance of the goods. Payment shall be deemed to have been made upon acceptance of our transfer order by a credit institution.
- 5.4. We shall be entitled to rights of set-off and retention to the extent provided by law.

6. Assignments of receivables

Claims against us may only be assigned with our written consent.

7. Deliveries, time of performance, delivery notes

- 7.1. Unless otherwise agreed, deliveries shall be made DDP (INCOTERMS 2020) to the place of destination specified in the order, including

packaging and insurance, or services at the place of performance specified in the order.

- 7.2. The contractor shall provide services at the agreed locations and on the agreed dates in accordance with the specifications and recognised industry standards. The contractor shall document the performance of the Services and transmit these documents to us upon request or upon completion of the Services, but no later than with its invoice.
- 7.3. Unless otherwise agreed, the following acceptance times apply to deliveries to us (i.e. earliest or latest provision for subsequent unloading) in our warehouses - in each case **weekday Monday to Thursday, no delivery on Friday**):

Traun: 7:30-12:00 and 13:00-14:00

Guntramsdorf: 8:00-14:00

Wiener Neustadt: 7:00-12:00 and 12:30-14:00

For deliveries to customers, separately notified delivery times apply.

- 7.4. If a delivery item or a specific result is to be achieved with the services, the provisions for goods (deliveries) of these GPC shall apply accordingly.
- 7.5. Unless otherwise agreed in individual cases, deliveries shall be made in batches. Products with minimum shelf life shall only be delivered with maximum remaining shelf life.
- 7.6. Partial deliveries or services are only permitted with our prior written consent.
- 7.7. The agreed dates for deliveries and services shall be deemed binding. The delivery or performance period begins with the arrival of the order at the contractual partner's premises. The receipt of the goods or the performance of the service at the place named in the order shall be decisive for compliance with the deadline. Item 7.16 shall apply accordingly.
- 7.8. Any delays in delivery or performance shall be notified to us immediately in writing or by telex and shall entitle us to set a grace period or, at our option, to withdraw from the contract. Only a mutual agreement with us shall release the supplier from his delivery obligation. Should we adhere to the contract, the supplier shall be obliged to transport the goods or services as quickly as possible at his own expense so that any damage to us is kept to a minimum. Other claims due to the delay remain unaffected by this.
- 7.9. The values determined by us shall always apply for the settlement of the delivery quantity.

- In the event of excess delivery, we reserve the right to return the goods at the supplier's expense.
- 7.10. The consignments are to be packed properly and professionally in accordance with Austrian laws, in particular ADR/RID, thus with sufficient protection of the goods against damage or leakage, to be sent to the address stated in our order.
- 7.11. If the delivery is made at our expense, the means of transport prescribed by us must be used without exception, or the forwarding agent named by us must be commissioned with the transport in our name and for our account.
- 7.12. All costs arising from non-compliance with this provision shall be borne by the contractor.
- 7.13. In the absence of shipping documents, the consignment shall be stored at the expense and risk of the contractor until receipt of the shipping documents. On the day of departure of the goods, a dispatch note must be sent to us for each consignment, which must contain the type of means of transport or the name of the shipping company, forwarding agent or carrier. In the event of non-observance, the contractor shall be liable for any damage incurred by us as a result (demurrage charges, shunting and relocation costs, etc.).
- 7.14. Cash on delivery shipments are not accepted.
- 7.15. The services of the contractor or his agents must comply with the applicable legal provisions, regulations and directives, accident prevention regulations etc. as well as the latest recognised rules of technology. In the case of hazardous goods, the hazard class in accordance with ADR/RID must be noted by the contractor on the accompanying documents and the corresponding accident leaflet must be enclosed, otherwise we are entitled to refuse acceptance of the goods.
- 7.16. The contractor assumes full guarantee for the execution of and compliance with all relevant statutory regulations and standards applicable in the country of transit and/or delivery.
- 7.17. Acceptance of the delivered goods shall take place at the specified place of acceptance, always with reservation. The confirmation of acceptance shall not be deemed to be a good report for the delivery or service rendered.
- 7.18. For all deliveries and/or work on our properties, our safety guidelines for the use of external companies and the respective site regulations in the current version shall apply to the contractor and any vicarious agents used by him. The documents shall be handed over to the contractor upon request.
- 7.19. The contractor shall ensure that its personnel performing the services, in particular when working at our sites or the sites of our customers, shall not be deemed to be our employees or the employees of our customers or a person entitled to such employment. In the event of a breach of contract, the contractor shall indemnify us against all costs, expenses and other damages in connection therewith, unless he is not responsible for this.
- 7.20. If the contractor is required to work at our sites or at sites of our customers, the contractor shall follow all safety rules and procedures applicable there at its own expense. This includes, in particular, the use of appropriate personal protective equipment, attendance at induction training at the site, removal of waste, debris, surplus materials and temporary structures and leaving the site in a tidy condition. The contractor shall bear the risk of loss and damage to all materials used up to the completion of the Contract.
- 7.21. The delivery shall be accompanied by delivery notes in duplicate and packing slips. The order number, material designation and material number, batch number, gross and net weight, number and type of packaging (disposable/reusable), VAT identification number as well as unloading point and consignee must be stated in all shipping documents and on the outer packaging. Individual containers shall be marked with material designation, material number, batch number, production date, best-before date as well as net and gross weight.
- 7.22. The contractor undertakes to provide us or the purchaser with all information that is useful for the delivery of a defect-free product within the meaning of the Product Liability Act BGBl. 99/1988 of 12.2.1988 (operating instructions, product information, approval regulations, safety data sheets, batch analyses, certificates, etc.). Should the contractor subsequently become aware of circumstances that could constitute a product defect within the meaning of this law, the contractor undertakes to notify us or the buyer of any such perceptions without delay and to reimburse all costs for any retrieval of defective products as well as any consequential damages.

8. Subcontractor

- 8.1. The contractor shall not engage subcontractors without our prior written consent.
- 8.2. Should we grant consent, the contractor shall require and ensure compliance by its subcontractors with all obligations under these GTCP, including confidentiality obligations.
- 8.3. Without prejudice to any consent given by us, the contractor shall be liable to us and to our customers for acts and omissions of its subcontractors as for its own acts or omissions. A subcontract does not release the contractor from its obligation to provide deliveries and services or from any liability under the contract.

9. Retention of title

The goods shall become our property upon handover to us. We do not recognise any retention of title by third parties.

10. Incoming goods inspection and notification of defects

- 10.1. The period for lodging a notice of defect is two weeks. In the case of hidden defects, this period begins to run from the discovery of a defect during use. If the goods are delivered directly to our customer on our instruction, the notice of defect shall be deemed to be in time if we forward our customer's notice of defect to the contractor within one week. Thus, the period for lodging a notice of defect shall be extended to a maximum of three weeks in total.
- 10.2. Insofar as the subject of the contractor's performance is the delivery of goods, our incoming goods inspection shall be limited to checking the delivery for obvious identity and quantity deviations as well as transport damage.
- 10.3. We are also entitled in the event of delayed notification of defects to assert claims for damages in accordance with the statutory provisions, which are independent of the notification of defects.
- 10.4. If repeated or further tests are required as a result of a defect, the contractor shall bear all costs, subject to further statutory claims, unless it is not responsible for the defect.

11. Warranty and compensation

- 11.1. The contractor warrants that the delivery or service does not have any defects impairing its

value or suitability, in particular that it complies with the agreed specifications or the sample released by us, that it is suitable for the use assumed under the contract as well as for normal use, that it is provided with a high level of technical competence, that it is provided using appropriate procedures and that it complies with the generally recognised rules of technology, the legal provisions applicable at the time of delivery, in particular the safety requirements valid at the time of delivery or service as well as the relevant occupational health and safety and accident prevention regulations.

- 11.2. In the event of defects, even if they can be remedied, we shall have the right, at our discretion, to reduce the price or to improve or add what is missing. In the case of significant defects, we shall in any case have the right to rescission. In addition, we are entitled, in the event of refusal of subsequent performance or its failure, to remedy the defect ourselves or to have it remedied by third parties at the expense and risk of the contractor.
- 11.3. We also reserve the right to withhold payment in part or in full until any defective contractual services have been rectified or repaired.
- 11.4. The warranty period is three years from the transfer of risk and claims under the title of warranty expire one year after the expiry of the warranty period.
- 11.5. The contractor shall be liable for damage already due to slight negligence.
- 11.6. The contractor is obliged to indemnify us for any damage resulting from non-compliance with conditions or deadlines, missing quantities or deviating qualities, even if the contractor is not at fault.
- 11.7. The contractor shall also be liable for loss of profit and consequential damages.
- 11.8. Claims for damages shall become statute-barred three years after knowledge of the damage and the damaging party. In this context, we are expressly released from any duty to inquire and the limitation period shall only begin to run from positive knowledge - not merely "having to know".

12. Product liability, recall and safety defects

- 12.1. Insofar as the contractor is responsible for damage caused by a product resold by us, he shall be obliged to indemnify us against claims for damages by third parties, unless he is not

- at fault. This indemnification obligation shall apply to him upon our first request.
- 12.2. Limitations of any kind of the obligations resulting for the supplier from the Product Liability Act BGBL. 99/1988 of 12.2.1988 as well as limitations of any kind of the claims for compensation to which we or the buyer are entitled under this Act or other provisions are not recognised.
- 12.3. Within the scope of his liability, the contractor is also obliged to reimburse us for any necessary expenses arising from or in connection with a recall action carried out by us. This shall not affect our other statutory claims and rights. We shall inform the contractor about the content and scope of the recall measures before they are carried out - insofar as this is possible and reasonable - and give him the opportunity to comment.
- 12.4. If the contractor is obliged by law to inform the competent authorities of circumstances affecting the marketability of the goods, the contractor must inform us of this in writing without delay.
- 12.5. In the event of official measures which result in a restriction of the marketability of the goods delivered by the contractor, we are entitled to withdraw from the contract in whole or in part. In this case, the contractor is obliged to compensate us for all damages attributable to this, unless the contractor was not responsible for the circumstance. Further claims and rights on our part remain unaffected by this.
- 12.6. The contractor undertakes to maintain sufficient insurance cover for the risks resulting from the contractual relationship, in particular due to any product liability claims, for the duration of the contractual cooperation and the limitation periods and to provide evidence of this insurance cover upon request.
- 12.7. The contractor shall inform us immediately upon request about all insurances he has taken out with regard to the deliveries and services to be provided by him.

13. Compliance with statutory regulations

- 13.1. The contractor is obliged to comply with the applicable statutory provisions. This applies in particular to compliance with
- of Regulation (EC) No 1907/2006 (REACH Regulation)
 - of Regulation (EC) No 1272/2008 (CLP Regulation)

- Packaging Ordinance 2014 (VVO - BGBL. II No. 184/2014)
- of the Dangerous Goods Transport Act and the ADR

as amended from time to time.

- 13.2. Insofar as we are obliged to register the goods in accordance with the statutory provisions, in particular Regulation (EC) No. 1907/2006 (REACH Regulation), the contractor shall provide us with all information required for this and available at the contractor free of charge and with sufficient advance notice before the start of delivery or performance. If an Only Representative is appointed, we shall be informed thereof without delay.

14. Contractual penalty for cartel law violations

If the contractor or the persons commissioned by it or acting on its behalf have demonstrably entered into an agreement which constitutes an inadmissible restriction of competition, in particular a violation of core restrictions under cartel law, the contractor shall pay damages in the amount of 10 % of the net order value, unless the contractor is not responsible for the violation. This is without prejudice to the contractor's right to prove a lesser damage. Furthermore, other contractual or statutory claims on our part shall remain unaffected, whereby the contractual penalty shall be offset against other claims for damages.

15. Quality assurance

- 15.1. The contractor is obliged to introduce a recognised quality assurance system in accordance with DIN EN ISO 9001 or comparable and to maintain and provide evidence of this throughout the contractual relationship.
- 15.2. The contractor shall inform us in writing without delay, but at least 6 months before changes in the production processes, the production site and/or the ingredients used. Upon our request, the contractor shall provide us with all information necessary for us.
- 15.3. We shall be entitled, after prior notice, to inspect the contractor's compliance with the provisions of this section during the contractor's normal business and operating hours. In doing so, we shall take reasonable account of the contractor's operational concerns and any need for confidentiality.

16. Third party property rights

- 16.1. The contractor shall be liable for ensuring that the delivery or service is free of property rights - in particular patent rights, copyrights, personal rights and trademark rights - of third parties which oppose or restrict the use provided for in the contract and the normal use.
- 16.2. If third parties assert claims which prevent us or our customers from using the delivery or service in accordance with the contract, the contractor shall, at its own expense and at our choice and request, either
 - (a) procure for us and/or their customers the right to use the delivery or service, in particular procure the necessary licences;
 - (b) design the delivery or service without protection, insofar as this does not impair the contractually agreed properties; or
 - (c) replace the delivery or service by another with the same properties that does not infringe any third-party property rights.
- 16.3. The contractor shall indemnify and hold us harmless from and against any claims by third parties based on existing third-party property rights. This includes in particular all expenses incurred by us from or in connection with a claim by a third party, including lawyers' fees or other legal costs. This indemnification obligation shall apply to him at our first request.
- 16.4. If third parties assert claims on the basis of existing property rights, the contractor shall support us free of charge in the defence of the claim, in particular by providing all documents and information required for the defence of the claim.

17. Secrecy

- 17.1. All business or technical information made accessible by us shall be kept secret from third parties, used exclusively within the scope of the respective purpose of the contract and made available in the contractor's own business only to those persons who must necessarily be involved for the purpose of fulfilling the contractual obligations and only insofar as they are also obliged to maintain secrecy.
- 17.2. The contractor shall only have a right of retention on the basis of undisputed or legally established claims.
- 17.3. The information provided by us remains our exclusive property. We reserve all rights to such information (including copyrights and the

right to apply for industrial property rights such as patents, utility models, etc.). At our request, all information originating from us (including any copies or records made, if applicable) and items provided on loan must be returned immediately and in full or irretrievably destroyed upon request, unless there is a statutory obligation to retain such information.

- 17.4. Products which are produced according to documents designed by us, such as analysis methods, etc. or other specifications or with process technology from us may neither be used by the contractor himself nor offered or supplied to third parties.

18. Cancellation

- 18.1. We are entitled to terminate the contract, if it is a continuing obligation, for any reason at any time and, if it is a contract for work, for any reason in writing at any time until completion of the work, whereupon all work under the contract shall cease.
- 18.2. In the event of termination, we shall pay the contractor reasonable remuneration for the unfinished products existing at the time of termination.
- 18.3. However, such compensation shall not include any loss of profit or consequential loss and shall in principle not exceed the price of the supplies or services under such terminated contract.
- 18.4. We may demand that deliveries and services or the results of services to which our remuneration relates be handed over to us in their present condition.

19. Force majeure

In the event of an external event which has no operational connection and which cannot be averted even by exercising the utmost reasonable care, the parties shall be released from their performance obligations for its duration and to the extent of its effect. The parties are obliged to provide the necessary information without delay within the bounds of what is reasonable. Insofar as this restriction is not only temporary, we are entitled to withdraw from the contract.

20. Data protection

- 20.1. Both we and the contractor 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.
- 20.2. 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>.
- 20.3. The contractor is obliged to take all necessary data protection measures, in particular those within the meaning of the GDPR (e.g. obtaining the declaration of consent from the data subjects), so that we may process the personal data for the purpose of the contractual relationship.

21. Choice of law, place of jurisdiction, miscellaneous

- 21.1. 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. However, we are also entitled to assert claims against the contractor at the contractor's general place of jurisdiction.
- 21.2. Austrian law shall apply exclusively between the contracting parties, to the exclusion of the reference norms of international private law and the UN Convention on Contracts for the International Sale of Goods, for the assessment of disputes arising from or concerning this contractual relationship.

- 21.3. The contractual language is German.
- 21.4. With regard to the clauses contained in our terms and conditions (DDP) or any other clauses that may be applicable, 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.
- 21.5. Amendments and supplements to the contract, including the written form clause, must be made in writing to be effective.

22. Severability clause

- 22.1. Should one of the provisions of these GTCP be void or ineffective, this shall not affect the validity of the remaining provisions.
- 22.2. 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.
- 22.3. Insofar as mandatory law conflicts with 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.