

GENERAL TERMS AND CONDITIONS

FOR THE SALE OF GOODS OF **BRENNTAG BULGARIA LTD**, UIC 130948282

1. General terms:

1.1. The General Terms and Conditions shall apply to all transactions between **BRENNTAG** and its **CLIENTS** in relation to goods and services offered by **BRENNTAG**, unless their application is excluded in whole or in part by a written contract.

1.2. The **CLIENT's** terms and conditions of business are not applicable to **BRENNTAG**.

1.3. The General Terms and Conditions shall be effective from the earliest of: a) submission of an offer by **BRENNTAG**; b) request for goods/service by the **CLIENT**; c) conclusion of an individual written contract which does not exclude the application of the General Terms and Conditions; d) occurrence of any other relevant circumstance. For the avoidance of doubt, the General Terms and Conditions shall be deemed to apply no later than the delivery of the goods/service.

1.4. In the event that individual provisions of the General Terms and Conditions become invalid in whole or in part, their invalidity shall not affect the validity of the remaining provisions or their binding effect. The parties will renegotiate, in good faith, the terms of any invalid clause and, in the event of an inability to reach agreement, the same will be replaced as of right by the relevant mandatory legal provision.

1.5. A waiver of a right shall be deemed to have been made by **BRENNTAG** only where the waiver is set out in a signed written document, explicitly stating the right waived.

1.6. By accepting these General Terms and Conditions, the **CLIENT** accepts **BRENNTAG's** Terms and Conditions for the use of containers.

2. Offers and orders:

2.1. **BRENNTAG's** offers are binding until the expiry of the period specified in them. The **CLIENT** is not entitled to communicate to third parties the offer addressed to him. Any verbal agreements, including those between the **CLIENT** and **BRENNTAG** employees, shall be valid after their due written confirmation by **BRENNTAG**.

2.2. An order/request of the **CLIENT** becomes binding for **BRENNTAG** only if: a) it is made in written form, explicitly specifying the goods/service by type and quantity and b) it is confirmed by **BRENNTAG** in written form or by making delivery in accordance with the order.

3. Deliveries:

3.1. The delivery quantity shall be determined according to the order/request confirmed by **BRENNTAG**, and in the absence of such - at the discretion of **BRENNTAG**, according to the usual commercial practice and the needs of the **CLIENT**. **BRENNTAG** shall be entitled to make partial deliveries within a reasonable scope without this being considered a failure to fulfil its obligations. Without limiting the generality of the foregoing, **BRENNTAG** shall be entitled to make partial deliveries and/or to be released from its delivery obligation in the event that the stock of the relevant goods is insufficient to satisfy the needs of all **CLIENTS**.

3.2. Deliveries are made EXW ("Ex Works") - in the warehouse in Bulgaria from which the goods are shipped. If the loading of the goods and/or their transport to the destination is arranged by **BRENNTAG**, the **CLIENT** shall pay **BRENNTAG** for all related costs. In the event that it is expressly agreed that the delivery is to be made CPT ("Carriage Paid To") the destination, the price quoted by **BRENNTAG** does not include the unloading costs.

3.3. When the goods subject to the respective delivery are in a quantity less than 300 (three hundred) kg., in order to guarantee the most accurate and safe delivery to the **CLIENT**, **BRENNTAG** delivers the relevant goods by pallet. The pallet is invoiced by **BRENNTAG** to the **CLIENT** and paid by the latter. When the value of the pallet is indicated on the invoice for the goods, it is indicated on a separate line from the line in which the value of the goods is indicated. As an exception, **BRENNTAG** does not invoice a pallet value if the **CLIENT** has expressly stated that the transport will be organized by him and at his expense. In the case of the previous

sentence, the **CLIENT** bears full responsibility for the integrity and safety of the goods during the transport organized by him.

3.4. The risk of accidental loss of or damage to the goods and the risk of any costs which may be incurred in connection with the goods, including storage costs, shall be assigned to the **CLIENT** at the time agreed for delivery of the goods to the **CLIENT** or to a courier, carrier or freight forwarder for delivery to the **CLIENT**. The delivery to the **CLIENT** shall be evidenced by a bilaterally signed dispatch note, delivery note or other written document of equivalent value. The delivery to a courier, carrier or freight forwarder for delivery to the **CLIENT** shall be evidenced by the relevant shipping document. **BRENNTAG** shall have no obligation to notify the **CLIENT** that the goods are ready for delivery.

3.5. Acceptance of the goods by the **CLIENT**, courier, carrier or freight forwarder certifies the **CLIENT's** approval of the quantity, packaging and loading of the goods. The **CLIENT** agrees that **BRENNTAG** is under no obligation to insure the cargo/goods, including taking out transport insurance.

3.6. The **CLIENT** undertakes to provide all possible assistance to **BRENNTAG** in connection with the delivery and to notify **BRENNTAG** promptly of any circumstances which may impede delivery. The goods shall be unloaded by the **CLIENT** immediately upon arrival, with due care, in accordance with the instructions given. **BRENNTAG** may, at its discretion, assist in the unloading without any legal obligation to do so and at the risk of the **CLIENT**. In the event that **BRENNTAG's** equipment is used in the unloading, **BRENNTAG** shall invoice the **CLIENT** for all costs associated with the delayed unloading.

3.7. Goods shall be delivered in quality and with packaging in accordance with usual commercial practice. In the case of sale by sample or sampling, the characteristics of the sample or sampling are not guaranteed. Unless otherwise agreed, liquid chemicals shall be delivered in **BRENNTAG's** own containers in accordance with **BRENNTAG's** General Terms and Conditions for the Use of Containers.

3.8. The use, handling and processing of the goods by the **CLIENT** shall be at his own risk. **BRENNTAG** shall not be liable for the conformity of the goods delivered with the purposes for which the **CLIENT** intends to use them, nor for any damage of whatever nature which may arise as a consequence of the handling, treatment or use of the goods in the broad sense. The **CLIENT** undertakes to check the conformity of the goods with the intended use.

3.9. The goods offered by **BRENNTAG** shall have a level of safety in accordance with the applicable regulations, safety passports, operating instructions and any other written instructions given by the manufacturer for the specific goods, in view of the relevant state of the science and technology. **BRENNTAG** shall not be responsible for the **CLIENT's** compliance with the applicable safety and environmental requirements, nor for the provision of the **CLIENT** with the necessary authorisations to operate the goods, where applicable.

3.10. **BRENNTAG** shall make deliveries within the time periods confirmed by it in writing. All other deadlines shall be determined according to the specific conditions (including: transport conditions and routes, vehicles, etc.) and shall be deemed to have been met if the goods leave the point of dispatch in such time as, taking into account the specific conditions, is necessary for their arrival at their destination.

3.11. **BRENNTAG** shall not be liable for non-performance in the broad sense caused by force majeure (force majeure, fortuitous event or other circumstances beyond **BRENNTAG's** control, including: obstacles or difficulties in the operation of sub-suppliers, the production or transport sector, etc.). In the event of force majeure, the **CLIENT** shall not be entitled to cancel or refuse acceptance of deliveries made in delay. If, by reason of the force majeure event, any delivery is delayed for more than two (2) months beyond the stipulated period, **BRENNTAG** shall be entitled, at its sole discretion, immediately after the expiration of the two-month period or later, to terminate the contract or refuse specific deliveries by notice with immediate effect. If, by reason of force majeure, any delivery is delayed for more than two (2) months after the stipulated

period, the **CLIENT** shall be entitled to give **BRENNTAG** a reasonable period for performance, after which, in the absence of performance, it shall be entitled to refuse delivery and/or terminate the contract by notice with immediate effect.

3.12. In the event of culpable delay in delivery, the **CLIENT** may give **BRENNTAG** a further period of time by written notice after which, in default of performance, it shall be entitled to refuse delivery by notice with immediate effect. The additional period may not be less than the delivery period.

3.13. The **CLIENT** shall not be entitled to refuse to pay for accepted goods by offering their return to **BRENNTAG**.

4. Rates and payments

4.1. The **CLIENT** shall pay **BRENNTAG** for deliveries at the prices in effect on the date of invoice. The **CLIENT** agrees that **BRENNTAG** may unilaterally increase the quoted prices of the Goods, such change to be effective immediately upon notification. In the event of disagreement with the increase, the **CLIENT** shall be entitled to terminate the contract by giving two weeks written notice.

4.2. Any increase in costs in connection with the performance of the contract arising after its conclusion, including: transport costs, customs duties, taxes and other public claims, shall be at the expense of the **CLIENT**.

4.3. Payments shall be made immediately after the invoice has been issued, unless otherwise agreed. If another time limit has been agreed, it shall be noted on the invoice. Payment shall first repay the costs, then the statutory interest and finally the principal. If the reason for payment is not clearly stated, payment shall discharge the obligations in the order in which they arose.

4.4. **BRENNTAG** shall invoice separately or on a separate line, and the **CLIENT** shall pay immediately, without deductions, together with the VAT due, irrespective of the conditions for payment of the price: a) the charge for the liquid chemical containers, where applicable; b) the costs incidental to delivery, including: transport costs, as well as loading costs, where applicable, for delivery EXW warehouse of dispatch, in case the loading and/or transport of the goods to the destination is arranged by **BRENNTAG**; c) the value of the pallet, when the delivered goods are in a quantity less than 300 (three hundred) kg.

4.5. For transactions in foreign currencies not invoiced in BGN, changes in the exchange rate occurring after the conclusion of the contract shall be for the benefit or at the expense of the **CLIENT**.

5. Goods credit limit:

5.1. The **CLIENT** shall be entitled to a goods credit limit, the amount of which, including VAT, shall be determined, on a case-by-case basis, in the goods supply contract signed between the **CLIENT** and **BRENNTAG**. In the absence of a separate goods supply contract signed between the **CLIENT** and **BRENNTAG**, the amount of the goods credit limit shall be determined unilaterally by **BRENNTAG**, taking into account the specifics of the case in question - the quantity of the total/expected volume of delivery orders; the prices of the products concerned; the market conditions at the time, etc.

5.2. The goods credit limit may not be exceeded at any time during the term of the contract by the VAT value of the goods received but not paid for by the **CLIENT** under all its contracts with **BRENNTAG**, irrespective of whether the due date for payment of the relevant invoices has occurred.

5.3. If the amount of the goods credit limit is exceeded, on the day on which an order is placed under any of the contracts between the **CLIENT** and **BRENNTAG**, by which order the total value of goods ordered but not paid for by the **CLIENT** under all contracts with **BRENNTAG** exceeds the goods credit limit, the **CLIENT** shall pay to **BRENNTAG** at least such amount as will reduce the debt to the amount of the credit limit. Payment shall be made in the order in which unpaid invoices are due, regardless of whether they are due for payment.

5.4. If the amount of the goods credit limit is exceeded, **BRENNTAG** shall be entitled to refuse, delay or require advance payment of deliveries requested by the **CLIENT** until the conditions of 5.3 above have been fulfilled.

6. Disadvantages:

6.1. Claims for shortages and other obvious defects may be made in writing upon acceptance of the goods by the **CLIENT**. Otherwise, the goods shall be deemed accepted. In the event of a timely, accurate and valid claim for defects, **BRENNTAG** may, at its discretion: a) replace the defective goods, b) supplement the delivery with the missing goods, c) compensate the **CLIENT** for the defects or d) discount the price of the goods.

6.2. Claims for defects which by their nature cannot be noticed on ordinary inspection may be made in writing as soon as they are discovered, but not later than one (1) month after acceptance of the goods. Failure to notify within these time limits shall be equivalent to approval of the goods. Claims must be accompanied by appropriate evidence and other relevant documentation. For the defect complained of, the parties shall sign a statement of defects, and in case of contradictions as to its content, engage an independent expert/expert committee. In case of defects, **BRENNTAG** may, at its discretion: a) replace the defective goods, b) compensate the **CLIENT** for the defects or c) discount the price of the goods.

6.3. A claim for defects for a particular delivery of goods or services shall not entitle the **CLIENT** to refuse subsequent deliveries under the same or any other legal relationship. **BRENNTAG** shall not be liable for defects that can be remedied by the **CLIENT** without significant effort, nor for claims for which the **CLIENT** has not provided **BRENNTAG** with the relevant documents (acceptance / inspection reports or other) for effective incoming control by the **CLIENT**, certifying that the goods ordered by the **CLIENT**, upon acceptance, meet its requirements.

6.4. In the event of replacement of goods with defects, **BRENNTAG** shall set a reasonable time within which it shall pick up or undertake to dispose of the goods advertised. If **BRENNTAG** fails to comply with the time limit, the **CLIENT** may return the goods at his own initiative to the point of dispatch in the country. In this case, **BRENNTAG** shall bear the cost of transporting the goods from the place of delivery to the point of dispatch in the country.

7. Liability

7.1. **BRENNTAG** shall only be liable for damages caused intentionally or through gross negligence in the event of a breach of a material contractual obligation. **BRENNTAG** shall only be liable for direct damages from delivery. In the event of delay in delivery, **BRENNTAG's** liability may not exceed 10 % (ten percent) of the value of the delivery as invoiced.

7.2. **BRENNTAG** shall not be liable for the non-performance of a courier, carrier or freight forwarder or their subcontractors, whether or not the same are engaged by it. Liability for subcontractors is limited to the careful selection of the latter.

7.3. **BRENNTAG** shall not be liable for delayed acceptance or unreasonable refusal of acceptance of goods by the **CLIENT**. In the event of delayed acceptance or unjustified refusal to accept goods, **BRENNTAG** shall be entitled to refuse deliveries, in whole or in part, in connection with the contract concerned and other legal relationships with the **CLIENT** and/or to terminate the contract without notice. In the event of delay in acceptance and/or unjustified refusal to accept goods, the **CLIENT** shall not be relieved of its obligation to pay. The **CLIENT** shall pay to **BRENNTAG** all costs arising from the unreasonable refusal and/or delay in acceptance of the goods, including but not limited to: the cost of storage and transport costs for delivery/attempted delivery CPT destination.

7.4. The **CLIENT** shall not be entitled to set off its claims against claims of **BRENNTAG**, unless the same have been judicially confirmed or expressly acknowledged by **BRENNTAG**.

7.5. In the event of default of payment, the **CLIENT** shall owe **BRENNTAG** statutory default interest on the amount of the unpaid obligation. This shall not deprive **BRENNTAG** of the right to claim actual damages in excess of the amount of statutory interest. The **CLIENT** shall also pay all costs related to out-of-court and/or judicial collection. Payments made in cash, to

BRENNTAG representatives, shall only have an extinguishing effect when the respective representative has express authority to receive payments. A payment is not deemed to have been made until it is at the order of **BRENNTAG**. In the event of default of payment, **BRENNTAG** shall be entitled to terminate, by notice with immediate effect, all preferential terms in favour of the **CLIENT**, if agreed, including trade discounts, deferred payment, etc.

7.6. In the event of default by the **CLIENT** in payment or in the event that circumstances become known which cast doubt on the **CLIENT's** ability to pay, **BRENNTAG** shall be entitled, by notice with immediate effect, to declare the entire debt of the **CLIENT** immediately due and payable and, at its discretion: a) to terminate the contract or b) to refuse deliveries in whole or in part to the **CLIENT** in connection with the contract concerned and in respect of any other legal relationship with the **CLIENT**, and to require advance payment of deliveries.

8. Confidentiality:

8.1. The **CLIENT** undertakes to keep **BRENNTAG's** confidential information known to it in connection with the established business relationship confidential, including but not limited to: product and pricing terms, information about **BRENNTAG's** manufacturers, suppliers, clients and other contractors and its relationships with them, personal data of employees and partners, internal financial information, business plans, know-how, technology and policies, and any other information designated by **BRENNTAG** as confidential, as a trade secret or by any other term of similar meaning. Any confidential information shall be considered a trade secret within the meaning of the Trade Secret Protection Act (TSPA).

8.2. The **CLIENT** undertakes not to disclose any confidential information about **BRENNTAG** which has come to the **CLIENT's** knowledge in connection with the established business relationship, and not to use the same for any purpose other than to exercise its rights or perform its obligations to **BRENNTAG** in connection with such relationship. In the event that the **CLIENT** accidentally obtains confidential information of **BRENNTAG**, the **CLIENT** shall immediately notify **BRENNTAG** thereof.

8.3. In its relations with **BRENNTAG**, the **CLIENT** may not use any information, the acquisition of which could be assumed to constitute a trade secret of a third party.

8.4. For breach of any of the obligations in this section, the **CLIENT** shall be liable for a fine of _____ () BGN for each individual breach.

9. Personal data:

9.1. **BRENNTAG** processes personal data of individuals in accordance with the principles and requirements of *Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC* (General Data Protection Regulation, GDPR), as well as national legislation.

9.2. The processing of personal data is regulated in detail in the Privacy Policy published on the **BRENNTAG** website.

9.3. The processing of personal data related to the use of the **BRENNTAG** website is regulated in detail in the Privacy Policy published on the **BRENNTAG** website.

9.4. By accepting these terms and conditions, the **CLIENT** declares that he has received a copy of the policies referred to in 9.2 and 9.3 above and undertakes to comply with them where applicable.

10. Other provisions:

10.1. The **CLIENT** warrants that in connection with the performance of their obligations to **BRENNTAG**: a) ensures health and safety at work and has a risk prevention and management system in place; b) implements an environmental policy; c) ensures full compliance with all material requirements for the performance of the relevant activity.

10.2. In the cases of termination of the Contract covered by these General Terms and Conditions, termination shall be prospective and shall not affect Goods accepted by the **CLIENT** prior to the date of receipt of the notice of termination.

10.3. Disputes will be resolved in good faith and cooperation and, where this proves impossible, by legal proceedings. Judicial disputes will be referred to the appropriate court of competent jurisdiction.

10.4. For matters not covered by these General Terms and Conditions, the applicable Bulgarian civil and commercial law shall apply. With regard to **EXW, CPT** rules, **Incoterms 2020** shall apply.

10.5. Pursuant to Article 3, paragraph 2 of the Electronic Document and Electronic Certification Services Act (EDECSEA) and in accordance with Article 46 of Regulation (EU) No. 910/2014, the parties agree that their correspondence shall have evidentiary effect and shall bind the parties to the statements made by them in electronic form, and pursuant to Art. 13, para. 4 of the EDECSEA shall give to the ordinary or advanced electronic signature the equivalent of a handwritten signature, including in the case of electronic documents signed through the platform for electronic signature of documents with ordinary electronic signature (e.g., but not limited to DigiSigner, DocuSign, etc.). In the event of changes in the cited provisions of the EDECSEA or Regulation (EU) No 910/2014, the updated or new texts of the provisions of the Bulgarian or European legislation referred to in this clause shall be applicable to these General Terms and Conditions.