

## **GENERAL TERMS AND CONDITIONS**

FOR CONTAINERS OF **BRENNTAG BULGARIA LTD.**, UIC 130948282

### **1. Handover of containers:**

**1.1. Brenntag** shall deliver liquid chemicals to the **Client** in its own containers unless otherwise agreed with the **Client** in a written contract.

**1.2.** Upon delivery of containers, the parties shall sign an acceptance protocol, which shall specify the quantity and number of the containers, the type and quantity of the product delivered with them, details of the invoice issued for the delivery.

**1.3.** In case **Brenntag** has provided such a possibility, the protocols shall be signed in electronic form, through specialized software, with the help of which the **Client** can keep track of the containers available with him and the deadline for their return. In the case referred to in the preceding sentence, the **Client** undertakes to carry out the necessary actions to create and maintain its own profile in the specialized software, as well as to create such profiles for the couriers, carriers and forwarders it engages in connection with the deliveries.

**1.4.** The Containers shall be deemed to have been accepted by the **Client** upon their delivery to a person acting on its account or on its behalf and to a courier, carrier or forwarder for delivery to the **Client**, irrespective of whether an acceptance report or other similar document has been drawn up and signed for the delivery. Upon acceptance of the containers by any of the persons referred to in the preceding sentence, the **Client** shall be deemed to have approved the containers delivered.

### **2. Price and payment of the value of the containers:**

**2.1. Brenntag** shall invoice and the **Client** shall pay the value of the containers in accordance with the manufacturer's price for regular or electrostatic containers in effect at the time of invoice for the supply of the relevant products - liquid chemicals. The price of the containers shall be stated on a separate line on the delivery invoice and shall be paid by the due date for payment of the products delivered.

**2.2.** The **Client** may only return containers paid for by the **Client**, for which **Brenntag** shall issue a credit note to the relevant invoice for the value of the returned containers, if the following cumulative conditions are met:

**2.2.1.** the return is within ninety (90) days of the date of delivery of the Products and the Containers to the **Client**;

**2.2.2.** all Containers are in a serviceable condition, as required in Articles 4 and 5 below.

In the event of non-compliance with any of the above conditions, **Brenntag** may choose to refuse acceptance of all or only the non-conforming containers under the relevant delivery.

**2.3.** In the event that this is stipulated in an individual contract for the supply of goods concluded with the **Client**, the subject matter of which includes liquid chemicals, **Brenntag** may invoice the containers of all or specific deliveries at zero value. Unless otherwise agreed, in this case the **Client** is obliged to return to **Brenntag** the containers with which the respective product was delivered to the **Client** within ninety (90) days from the date of delivery. In the event that the **Client** fails to return the containers within the time limit referred to in the preceding sentence, or returns them but they are not in usable condition, the value of the containers shall be invoiced by **Brenntag** and paid by the **Client** as provided in Article 5.5. In the cases referred to in the preceding sentence, **Brenntag** may choose whether to refuse acceptance of all or only of the non-conforming containers under the relevant delivery.

### **3. Carrying the risk for the containers:**

**3.1.** The risk of accidental loss or damage to the containers, as well as the risk of any costs that may arise in connection with the containers, including the costs of their storage and maintenance, shall be transferred to the **Client** at the agreed time of delivery of the products. In the case of containers approved by the **Client**, **Brenntag** shall not be liable to the **Client** or to

any third party for damages suffered as a result of the use of damaged or otherwise unsuitable containers.

**3.2.** In the event that liquid chemicals are delivered using the **Client's** containers, **Brenntag** shall have no obligation to verify that the containers are suitable for the relevant product, including compliance with applicable purity requirements.

#### 4. Prohibitions regarding containers:

Until the containers are returned by the **Client** to **Brenntag** or until they are finally acquired and paid for on the agreed terms, the **Client** shall not be entitled to:

**4.1.** Make or permit any alteration, removal or other action with respect to the markings and other indications affixed to the containers which may render the same unrecognizable;

**4.2.** Alter, damage, contaminate or otherwise do anything to the containers which may render them unfit for use, in whole or in part, including filling the containers with other products, using them as mixing tanks or storing products in stock. The **Client** is warned that such actions may result in serious harm, including serious injury;

**4.3.** Use the containers for third parties' products, and provide and/or alienate them for the benefit of third parties. The **Client** may only make the containers available for possession by third parties, due to safety requirements, with the express permission of **Brenntag**.

#### 5. Return of containers:

**5.1.** The **Client** undertakes to return to **Brenntag** the containers handed over to the **Client** completely emptied, with the upper and lower lids and crane cap closed, fit for their intended use, together with the metal plates installed by **Brenntag** indicating the number of each container.

**5.2.** In the event of the return of containers, the **Client** undertakes to hand them over to **Brenntag** at a warehouse in Bulgaria designated by the **Client**, having notified the latter in advance of all details of the return, including the number of containers to be returned. The **Client** shall arrange the carriage of the containers at its own expense, unless **Brenntag** has appointed a courier, carrier or forwarder of its preference.

**5.3.** Upon return of the containers, the parties shall sign an acceptance protocol, which shall specify the quantity and the numbers of the containers, the type and quantity of the product delivered with them, details of the invoice issued for the delivery. In case **Brenntag** has provided such a possibility, the protocols shall be signed in electronic form, using specialized software, and the **Client** shall be obliged to carry out the necessary actions for the creation and maintenance of its profile in the same.

**5.4.** Once the containers arrive at the warehouse designated by **Brenntag**, they shall undergo an inspection for compliance with the agreed return requirements. In the absence of any observations regarding the condition of the returned containers, **Brenntag** shall accept the same and, in the cases referred to in Article 2.2, issue a credit note to the relevant invoice and send it to the **Client**.

**5.5.** Where **Brenntag** has made observations relating to the type or condition of the returned containers upon acceptance, the relationship between the parties shall be settled as follows:

**5.5.1.** If the **Client** returns to **Brenntag** a container which is not completely emptied or which is not closed, then the **Client** shall owe **Brenntag** a penalty of 50% of the value of the container, determined in accordance with Article 2 above;

**5.5.2.** If, due to its condition, the returned container cannot be used for its intended purpose, then the **Client** shall be liable to pay the full value of the container as determined in accordance with Article 2 above;

**5.5.3.** If the returned containers are missing the metal plates indicating their numbers, the **Client** shall owe **Brenntag** a fine of BGN 15, excluding VAT, for each missing plate.

#### 6. Tracking container movements:

**6.1.** In order to remind the **Client** to return the containers on time, **Brenntag** will have the obligation to send the **Client** who, due to technical impossibility, does not have an account in the

software according to Article 1.3. of **Brenntag**, a report on the availability of containers at the respective **Client**, also containing information on the current amount of the **Client's** liabilities to **Brenntag** for containers retained by the **Client** at **Brenntag**. The report will be sent to the e-mail address that the **Client** has provided to **Brenntag** and will be deemed to have been received when sent to the same e-mail address. Within three (3) days of receipt of the report, the **Client** will be able to object to the content of the report sent to him. Objections must be made in writing - by post, courier, fax or by electronic message to the **Brenntag** e-mail address specified in the reference to the **Client**. In the absence of any objection by the **Client** addressed to **Brenntag** within the specified time limit, the containers individualized in **Brenntag's** report will be deemed to be in the **Client's** possession, and the **Client** will be obliged to return them to **Brenntag** in due time or to pay the value indicated in the statement.

**6.2.** In cases outside of Article 6.1, the **Client's** obligations to return and pay for containers received shall be reflected in the specialized software referred to in Article 1.3.

#### 7. Other provisions:

**7.1.** These General Terms and Conditions are in addition to **Brenntag's** General Terms and Conditions for the sale of goods and apply to the delivery of liquid chemicals in containers. These General Terms and Conditions shall also be binding on the **Client** in the absence of an individual contract for the supply of goods between the **Client** and **Brenntag**.

**7.2.** Pursuant to Article 3, paragraph 2 of the Electronic Document and Electronic Certification Services Act (EDECESA) and in conjunction with Article 46 of Regulation (EU) No. 910/2014, the parties agree that their correspondence shall have evidentiary value and shall bind the parties to the statements made by them in electronic form, and pursuant to Art. 13, para. 4 of the EDECESA 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 EDECESA 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.

**7.3.** For matters not covered by these General Terms and Conditions, the applicable Bulgarian civil and commercial legislation as well as Incoterms 2020 shall apply.