

## GENERAL TERMS AND CONDITIONS

FOR CONTAINERS AT **BRENTAG BULGARIA LTD.**, Company Registration Number  
130948282

### 1. Handover of Containers:

1.1. **Brenntag** supplies liquid chemicals to the **Client** using its own containers, unless stipulated otherwise in a written agreement.

1.2. At the time of container handover, the parties will execute a handover report that lists the quantity and serial numbers of the containers, as well as the type of products delivered therein, and details of the invoice issued for the delivery.

1.3. Where **Brenntag** provides the facility, reports are signed digitally through specialised software which enables the **Client** to track the containers available to them and the deadline for their return. In this case, the **Client** is obliged to carry out necessary actions to create and maintain their profile on the software.

1.4. Containers are considered accepted by the **Client** upon their handover to an individual acting on the **Client's** behalf or account, including couriers, carriers, or forwarding agents, regardless of whether a handover report or similar document has been signed. Acceptance of containers by any such individual is deemed as **Client's** approval of the delivered containers.

### 2. Pricing and Payment of the Containers' Value:

2.1. **Brenntag** invoices, and the **Client** pays for the containers based on the manufacturer's current price for either standard or electrostatic containers at the time of invoice issuance for the respective liquid chemicals. The price for the containers is listed separately on the delivery invoice and is payable within the payment term for the delivered products.

2.2. The **Client** may return containers that have been paid for, for which **Brenntag** will issue a credit note against the respective invoice for the value of the returned containers, provided that the following cumulative conditions are met:

2.2.1. the return is within 90 days from the date of delivery of the products and containers to the **Client**;

2.2.2. all containers are in a condition fit for use, in accordance with the standards specified in Articles 4 and 5 below.

If any of these conditions are not met, **Brenntag** may choose whether to refuse acceptance of all or just the unfit containers for that particular delivery.

2.3. If stipulated in an individual contract for the delivery of goods, which includes liquid chemicals and is agreed with the **Client**, **Brenntag** may invoice the containers at zero value for either all or specific deliveries. Unless agreed otherwise, in this case, the **Client** is required to return the containers within 90 days from the date of delivery. If the **Client** fails to return the containers within this period or returns them but they are not in a condition fit for use, the value of the containers will be invoiced by **Brenntag** and paid by the **Client** as stipulated in Article 5.7. In these instances, **Brenntag** may choose whether to refuse acceptance of all or only the unfit containers for that particular delivery.

### 3. Assumption of Risk for Containers:

3.1. The risk of accidental loss or damage to the containers, as well as any costs that may arise in connection with the containers, including costs for their storage and maintenance, transfers to the **Client** at the agreed time of product handover. **Brenntag** is not liable to the **Client** or any third party for damages incurred due to the use of damaged or otherwise inappropriate containers.

3.2. If the delivery of liquid chemicals is carried out using the **Client's** containers, **Brenntag** has no obligation to verify whether the containers are suitable for the intended product, including whether they meet the applicable cleanliness requirements.

### 4. Prohibitions Concerning Containers:

Until the containers are returned to **Brenntag** or fully acquired and paid for under the agreed terms, the **Client** is not permitted to:

4.1. alter, remove, or undertake other actions concerning the markings and other designations on the containers that could render them unrecognisable;

4.2. undertake or permit alterations, damage, contamination, or other actions concerning the containers that could render them wholly or partially unfit for use, including using the containers to hold other products, as mixing vessels, or for storage of products at a warehouse.

The **Client** is advised that such actions could lead to serious damage, including severe injuries;

4.3. use the containers for non-specified products or make them available to or dispose of them in favour of third parties. The **Client** may allow third parties to hold the containers for safety requirements only after explicit permission from **Brenntag**.

#### 5. Returning Containers:

5.1. The **Client** is obliged to return the containers to **Brenntag** completely emptied, with both the top and bottom lids and the tap cap closed, and in a condition fit for their intended use, along with the metal plates mounted by **Brenntag** that indicate the number of each container.

5.2. In the event of returning containers, the **Client** shall notify **Brenntag** in writing in advance about the containers available for return, including their quantity. If **Brenntag** has provided this facility, the notification is to be made in digital form through specialised software, and the **Client** is obliged to carry out the necessary actions to create and maintain their profile on the software.

5.3. The parties shall specify in written correspondence the courier, carrier, or forwarding agent who will transport the empty containers, as well as the date on which the containers will be handed over by the **Client**, not less than 24 hours in advance. The **Client** shall prepare all containers in a condition fit for use, in accordance with Article 2.2.2.

5.4. Upon returning the containers, the parties will sign a handover report detailing the quantity and identifiers of the containers, the type of products delivered with them, and the information regarding the issued invoice for delivery. Should **Brenntag** provide this facility, the reports will be executed electronically through specialised software, with the **Client** responsible for managing and updating their own profile within the system.

5.5. In the event of a discrepancy between the number of containers the **Client** reports for return and the number received by the courier, carrier, or forwarding agent:

5.5.1. If the number of containers received is less than reported, **Brenntag** will invoice and the **Client** must pay for the discrepancy at a rate of 20 Bulgarian Lev (excluding VAT) per container;

5.5.2. If the number of containers received exceeds the number reported, the return will depend on the capacity of the transportation vehicle and the schedule of the courier, carrier, or forwarding agent.

5.6. Upon arrival at **Brenntag's** designated warehouse, the containers will undergo an inspection to ensure they meet the agreed return conditions. If there are no remarks concerning the condition of the returned containers, **Brenntag** will accept them. In cases governed by Article 2.2, **Brenntag** will issue a credit note against the respective invoice and forward it to the **Client**.

5.7. If upon acceptance of the returned containers **Brenntag** identifies issues related to their type or condition:

5.7.1. If a container returned by the **Client** is not fully emptied or closed, the **Client** shall pay a penalty amounting to 50% of the container's value, as determined in Article 2;

5.7.2. If a returned container is found unfit for its intended use due to its condition, the **Client** shall pay the full value of the container, as determined in Article 2;

5.7.3. If the returned containers are missing the metal plates indicating their numbers, the **Client** owes **Brenntag** a penalty of 15 Bulgarian Lev (without VAT) for each missing plate.

#### 6. Tracking Container Movements:

6.1. **Brenntag** will remind the **Client** to return containers on time by sending reports detailing the presence of **Brenntag** containers at the **Client's** facility, along with information on the **Client's** outstanding obligations towards **Brenntag** for retained containers. These reports will be sent to the email address provided by the **Client** to **Brenntag** and will be considered received upon sending. The **Client** has three days from receipt of the report to dispute its contents in writing—

by mail, courier, fax, or electronic message to the email address specified by **Brenntag** in the report. In the absence of a dispute from the **Client** within the specified time, it will be assumed that the containers listed in **Brenntag's** report are in the **Client's** possession, and the **Client** is liable for their timely return or payment for their value, as detailed in the report.

6.2. Any obligations of the **Client** regarding the return and payment for received containers will be recorded in the specialised software mentioned in Article 1.3.

#### 7. Further provisions:

7.1. These General Terms and Conditions supplement **Brenntag's** general sales terms and conditions and apply for the supply of liquid chemicals in containers. These GTCs are binding on the **Client**, even in the absence of a signed individual goods supply contract between the **Client** and **Brenntag**.

7.2. Pursuant to Article 3, Paragraph 2 of the Electronic Document and Electronic Certification Services Act (EDECSEA) and in connection with Article 46 of Regulation (EU) No 910/2014, the parties agree that their electronic correspondence has probative force and binds them to their electronic statements, granting the ordinary or advanced electronic signature the equivalence of a handwritten signature, including on electronic documents signed through electronic signature platforms (e.g., DigiSigner, DocuSign, among others). Should there be changes to the cited provisions of EDECSEA or Regulation (EU) No 910/2014, the applicable provisions to these General Terms and Conditions will be updated or new texts of the mentioned Bulgarian or European legislation.

7.3. For issues not regulated in these General Terms and Conditions, the current Bulgarian civil and commercial law, as well as the Incoterms 2020, will apply.