

## **BRENNTAG CR s.r.o. - GENERAL COMMERCIAL PURCHASE CONDITIONS**

### **1. DEFINITION**

Unless expressly stated otherwise, the following capitalised terms used in these General Terms and Conditions (Purchase) have the following meanings:

- **Contract**: a contract concluded between Brenntag as buyer/consumer and the supplier concerning the provision of supplies.
- **Brenntag**: BRENNTAG CR s.r.o., registered office: Mezi úvozy 1850/1, 193 00 Praha 9, ID No.: 49613464, VAT No.: CZ49613464, entered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 20937.
- **Cancellation**: a binding declaration by Brenntag to cancel the delivery of goods or services on the basis of an already concluded supply contract and/or framework contract.
- **GTC**: these general terms and conditions of sale (purchase).
- **Supplier**: any natural or legal person who has concluded or intends to conclude a contract with Brenntag.
- **Confidential Information**: all information and data, whether visual, oral, written and/or electronic, that Brenntag has provided directly or indirectly to Supplier or its management and/or employees, including, but not limited to, information regarding business operations, Products, manufacturing methods, financial information, pricing, market, customers or suppliers and/or competitively sensitive information.
- **Inventories**: Delivery of products and/or provision of services.
- **In writing/written/written**: by post or email.
- **Products**: all products that the Supplier markets and/or supplies/will supply to Brenntag.
- **Services**: services and performances that the Supplier provides/will provide to Brenntag under the Contract.
- **Order**: any written order issued by Brenntag to a Supplier (including in electronic form) relating to the provision of Supplies.

- Party and Parties: Brenntag and the Supplier, either jointly or individually.
- Working days: all calendar days except weekends and public holidays (including public holidays and memorial days) in the Czech Republic.

## **2. GENERAL PROVISIONS**

- 2.1 These GTC apply to all inquiries from Brenntag, supplier offers (including but not limited to quotations), cancellations, assignments, contracts entered into/to be entered into by Brenntag under which Brenntag will act as a customer or potential customer or recipient of deliveries, unless otherwise expressly agreed in writing by the parties.
- 2.2 All inquiries to Brenntag are subject to Brenntag's Code of Business Conduct and Ethics, which is posted on Brenntag's website at <https://www.brenntag.com/>. The Supplier undertakes to comply with the principles of the Brenntag Code of Business Conduct and Ethics.
- 2.3 The parties hereby expressly exclude the application of any general terms and conditions of the Supplier, whatever they may be called. By the mere conclusion of the Contract, the Supplier waives the application of any of its general terms and conditions and confirms that all Contracts shall be governed exclusively by these GTC.
- 2.4 Any deviations from these GTC shall be binding on Brenntag only if approved in writing by Brenntag, and then only to the extent approved by Brenntag and only in relation to the Requests, Offers and Contracts to which they are to apply pursuant to Brenntag's aforementioned approval. In relation to other enquiries, tenders and Contracts, these GTC shall remain in force and effect.
- 2.5 In the event of a conflict between the provisions of the Agreement and the GTC, the provisions of the Agreement shall prevail.

## **3. CONCLUSION OF THE CONTRACT**

- 3.1 In the event that Brenntag's order follows the Supplier's offer or quotation, the contract shall be deemed to have been concluded at the time of delivery of Brenntag's order to the Supplier.

- 3.2 In the event that Brenntag issues an Order without being preceded by a quotation or quotation from the Supplier, the Contract shall be deemed to have been concluded (i) upon confirmation of the Order by the Supplier if such confirmation occurs within five (5) Business Days of the issuance of the Order, or (ii) upon commencement of performance of the Order by the Supplier in accordance with the terms of the Order if such performance occurs within the aforementioned period; in which case the Contract shall be deemed to be concluded upon delivery to Brenntag of the Order Confirmation or a copy thereof or upon commencement of performance of the Order.
- 3.3 The content of the Agreement may differ from what Brenntag has stated in the Order (regardless of whether the Order follows the Supplier's quotation) only if Brenntag has agreed in writing to such different content.

#### **4. PRICES**

- 4.1 The prices agreed between the Supplier and Brenntag as stated in the contract or order are fixed and not subject to any adjustments/revisions.
- 4.2 The price is quoted in Czech crowns or other agreed currency and is exclusive of VAT. The price for the Products is subject to the TDS clause, i.e. with delivery duty paid (according to INCOTERMS 2020), unless otherwise expressly agreed in writing.
- 4.3 Prices may only be changed with the prior written consent of Brenntag, notwithstanding any unforeseen or special circumstances that may arise, including but not limited to increases in raw material prices. In the event that the parties fail to agree on a change in prices, Brenntag shall be entitled to terminate the contract immediately upon written notice, without any obligation to compensate the Supplier for any damages resulting therefrom.

#### **5. PAYMENTS AND INVOICING**

- 5.1 Unless otherwise agreed in writing, Brenntag shall pay the invoice price within sixty (60) days of receipt of Brenntag's invoice, provided that the Deliverables have been properly delivered to Brenntag, approved by Brenntag and Brenntag has received (to the extent applicable) all accompanying documents, drawings, quality certificates and warranties.

- 5.2 Invoices will only be processed by Brenntag if they contain: (a) all mandatory information under applicable Czech law; (b) Brenntag's order number, if provided; and (c) the delivery address and date of delivery.
- 5.3 The payment terms stated on the Supplier's invoice shall not be deemed to be payment terms agreed in writing within the meaning of clause 5.1 of this Article.
- 5.4 Brenntag is entitled to require the Supplier to provide security for the Supplier's (remaining) obligations before payment can be made. In the event that the Supplier refuses to provide the required security, Brenntag shall be entitled to terminate the Contract immediately by written notice without being obliged to compensate the Supplier for any related damages and without prejudice to any other rights of Brenntag.
- 5.5 In no event shall payment by Brenntag be deemed a waiver of any rights or an approval of the Deliverables.
- 5.6 Brenntag shall be entitled to unilaterally set off all or part of its claim against any claim of the Supplier against Brenntag, even if it is overdue; otherwise, no set-off shall be possible unless the Parties agree otherwise in writing in a particular case.
- 5.7 The parties have agreed that invoices may also be delivered electronically. In the case of invoices sent to Brenntag, the Supplier shall send them to the following e-mail address [uctarna@brenntag.cz](mailto:uctarna@brenntag.cz) or, in the event of a change of address, to a new e-mail address notified in writing by Brenntag to the Supplier.

## **6. ADD**

### **Products**

- 6.1 The delivery by the supplier must take place at the agreed place, on time and within the agreed period. Unless otherwise agreed in writing, delivery of the Products shall be subject to the TDP clause, i.e. with delivery duty paid (as per INCOTERMS 2020), and the Products shall be delivered to the destination specified in the Order.
- 6.2 The Supplier shall attach the relevant delivery notes and list of items to the delivery of the products. All shipping documents and outer packaging shall

show the Purchase Order number, material designation and material number, batch number, gross (gross) and net (net) weight, number and type of packaging (disposable/reusable), VAT number, place of unloading and consignee. The individual packages must bear the material designation, material number, batch number, date of manufacture, date of minimum durability, as well as the net (net) and gross (gross) weight.

- 6.3 In the case of chemical deliveries, the Supplier shall attach a certificate of analysis for each individual batch of the delivery and send it by e-mail to the (e-mail) address provided by Brenntag.
- 6.4 The Supplier undertakes to package, label and transport hazardous substances in accordance with the relevant national and international regulations.
- 6.5 Delivery of the Products shall be deemed to have occurred at the time of their acceptance by Brenntag. Acceptance of the Products in no way implies Brenntag's acceptance of their quality.
- 6.6 The risk of damage to the Products shall only pass to Brenntag when Brenntag takes possession of the Products. In the event that all or any part of the Products are found to be non-conforming upon or after delivery and Brenntag returns the Products, the risk of damage to the relevant Products shall revert to the Supplier upon shipment by Brenntag.
- 6.7 The Supplier undertakes to provide Brenntag with full information on all existing and potential risks or hazards associated with the Goods, in particular toxicity, flammability, inhalation or direct contact hazards and whether the hazard results from direct or indirect use. The Supplier further agrees to provide Brenntag with full information on the appropriate safety precautions to be taken in connection with the use and handling of the Products and to label all packaging and containers of hazardous, toxic or otherwise harmful Products in a prescribed and conspicuous manner so as to protect persons handling or coming into contact with the Products.
- 6.8 Unless otherwise agreed in individual cases, deliveries shall be made in batches. Products with a minimum shelf-life may be delivered only if they have a maximum remaining minimum shelf-life. Partial deliveries are only possible with the prior written consent of Brenntag.

## Services

- 6.9 The Services to be provided by the Contractor shall be performed in accordance with the specific description in the Contract, including all rights and materials to be delivered/provided with the Services, and a Written Protocol shall be executed by the Parties to the Contract. For the purposes of this clause, the Services shall also include the supply of all materials and related ancillary materials (including personal protective equipment and tools for personnel), as well as documentation such as EC Declaration of Conformity, technical design documentation, instruction manuals or manuals in the language(s) of the country of use, drawings, test certificates, quality certificates, inspection certificates, warranty certificates, maintenance brochures, instruction booklets and item and safety information, including but not limited to Material Safety Data Sheets (MSDS).
- 6.10 The Supplier is obliged to document the performance of the services and to send the relevant documents to Brenntag upon request or after the performance/completion of the services.
- 6.11 The time at which the Services are to be performed and completed shall be deemed to be the agreed date and time. The Services shall be deemed to have been performed upon written approval by Brenntag.
- 6.12 In the case of services to be provided under a contract under which the Supplier is entitled to be reimbursed for any costs, margin or other remuneration ("*Extra Cost Contract*"), the Supplier shall submit weekly statements of hours worked to Brenntag for approval. The approved timesheets shall be attached as an exhibit to the invoice. In the event that there is a change of personnel/employees involved in the provision of the Services, the Supplier shall not be entitled to charge any costs associated with the transfer of knowledge and training of the new personnel/employees.

## Stocks

- 6.13 The Supplier undertakes to deliver the supplies ordered by Brenntag in accordance with Brenntag's specifications. If the Supplies have been modified or are temporarily unavailable, the Supplier shall not deliver any other (alternative) Supplies, unless expressly agreed otherwise in writing. Brenntag shall be notified in writing of any change to the Assignment at least three (3) business days prior to the Delivery.

- 6.14 The Supplier shall, at Brenntag's request, promptly and free of charge provide Brenntag with the documents and declarations necessary for the supply of the Products or Services, in particular the declaration of origin, health certificates and classification under the relevant export control regulations.
- 6.15 As soon as the Supplier becomes aware or should become aware that the delivery will or will not be made on time or properly, but at the latest by the expiry of the delivery period, the Supplier shall immediately inform Brenntag in writing and state the circumstances which led to/are leading to such failure. If Brenntag considers the time by which the delivery period is/will be exceeded to be unacceptable, it shall be entitled to withdraw from the Contract immediately upon written notice, without being obliged to compensate the Supplier for any related damage and without prejudice to any other rights of Brenntag.
- 6.16 In the event that the Supplier exceeds the agreed delivery times for the Deliverables or in the event that the Supplier fails to inform Brenntag of the (expected) delay in delivery or fails to inform Brenntag in time as set out in this clause, the Supplier shall be liable for any damages incurred by Brenntag as a result, including but not limited to claims for damages from third parties.
- 6.17 Without prejudice to the other provisions of this clause, if the Supplier fails to deliver the Products and/or Services on time within the delivery period, the Supplier shall pay Brenntag a contractual penalty of 0.5% of the total price of the relevant Products or Services for which the Supplier is in default for each calendar day of delay or overrun. The aforementioned contractual penalty shall apply solely to the Supplier's respective delay and its application shall be without prejudice to Brenntag's right to claim damages or other costs from the Supplier in full.
- 6.18 Brenntag is entitled to refuse delivery before the agreed time.

## **7. TRANSPORT AND ASSOCIATED RISKS**

- 7.1 In the event that Brenntag fails to provide the Supplier with further instructions, determine the method of transport, transportation, etc., the Supplier, who is acting with professional care in this respect, shall be obliged to comply properly with all applicable laws and regulations.

- 7.2 All risks associated with the transportation of the products shall be borne solely by the Supplier. The Supplier is obliged to take out appropriate insurance for these risks.

## **8. TRANSFER OF OWNERSHIP**

- 8.1 Title to the products supplied by the Supplier shall pass to Brenntag upon acceptance of the products by Brenntag. The Supplier undertakes to indemnify Brenntag against all damages and other injuries caused by infringement of Brenntag's proprietary rights by the Supplier or third parties. Products that are lost or damaged prior to acceptance by Brenntag shall be replaced or repaired by Supplier at Supplier's expense; Brenntag's right to indemnification against Supplier (and to the full extent thereof) shall not be affected thereby.
- 8.2 All goods such as raw materials, auxiliary materials, tools, drawings, pictures, specifications and software provided by Brenntag to the Supplier for the purpose of fulfilling its obligations shall remain the property of Brenntag. The Supplier shall store these goods separately from goods owned by the Supplier or third parties. The Supplier undertakes to identify all such goods as the property of Brenntag. The Supplier may not make such goods available/provide them to a third party without the prior express written consent of Brenntag.
- 8.3 When any goods owned by Brenntag (e.g. raw materials, auxiliary materials and software) are processed into supplier goods, new goods are created which are the property of Brenntag.

## **9. PACKAGING**

- 9.1 The Supplier undertakes to pack the Products properly to ensure safe transportation of the Products and their proper unloading at the place of delivery. The Supplier shall take back at the place of delivery all packaging used, including boxes, crates, loading boards, etc., during Brenntag's normal business hours and at its own expense.
- 9.2 The Supplier shall package the Products in accordance with the relevant legislation.



## 10. WARRANTY, CONTROL RANGE AND CONTROL

10.1 The Supplier represents and warrants that the supplies provided by it at the time of delivery and for the duration of the warranty period;

- (i) are and shall be in accordance with the Contract and the agreed Specifications;
- (ii) are and will be in compliance with applicable law;
- (iii) they are and will be fit for their intended purpose, are and will be of good quality and are and will be free from any defects (whether in fact or in law);
- (iv) do not infringe any third party rights, including intellectual and industrial property rights;
- (v) have a high level of technical competence, use appropriate procedures and are and will be in accordance with generally accepted technical practice;
- (vi) are and will be in compliance with the legal requirements in force and in force at the time of delivery, in particular the safety requirements in force and in force at the time of delivery, as well as the relevant regulations on occupational health and safety and accident prevention.

10.2 The Supplier expressly represents and warrants that the Supplies are at the time of delivery and will be for the duration of the Warranty Period in compliance with Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) (the **"Regulation"**); the Supplier expressly undertakes to ensure that the substances used in the Preparations or Products are registered with the European Chemicals Agency in Helsinki, Finland as specified in the Regulation. In the event that the Supplier breaches any of its obligations under the Regulation, the Supplier undertakes to indemnify Brenntag against all damages caused thereby, to reimburse Brenntag for all costs, expenses and to indemnify Brenntag against all liability for damages and injury arising from such breach. In addition, in the event of any breach of the Supplier's obligations under this clause, Brenntag shall be entitled to terminate the Contract immediately by written notice, without any obligation to compensate the Supplier for any damages.

10.3 Unless otherwise agreed in writing between the Parties, the warranty period applicable to the Products, including installation and/or assembly, shall be at least twelve (12) months and shall commence from the time the Products are placed in service by Brenntag or, if not placed in service, from the time of delivery. The

expiration of the Warranty Period shall be without prejudice to Brenntag's rights under law and the Contract.

- 10.4 Where the Supplier has submitted or provided Brenntag with a model, sample or evidence, the Products shall be supplied in accordance with the model, sample or evidence so submitted or provided. The quality and characteristics of the Products supplied shall not differ from the model, sample or proof.
- 10.5 Inspection, examination and/or testing of the Products by Brenntag or persons or bodies designated by Brenntag may take place before, during or after performance of the Contract. Brenntag shall be entitled to inspect and/or test the Products at the Supplier's (manufacturing) facility.
- 10.6 In the event that retesting or further testing is required as a result of defects (even alleged defects) in the Products, the Supplier shall bear all costs associated therewith (subject to any other statutory claims), except where the Supplier is not liable for the defects.
- 10.7 If, upon or after delivery, all or part of the Products and/or Services are found not to meet the requirements set forth in this Article, Brenntag shall be entitled to assert claims for defects, the choice between such claims being at all times and in all circumstances with Brenntag; In such event, in the case of delivery of Products, Supplier shall remedy the defects within a reasonable time by repairing the defective Products and/or replacing the Products and/or providing additional delivery of Products and/or satisfying Brenntag's other defect claims (at Brenntag's option); in the case of Services, all or part of the Services shall be re-performed. All costs associated therewith shall be borne by Supplier.
- 10.8 In the case of products or parts of products replaced during the warranty period, the warranty period shall start again from the time of delivery of the replacement product.
- 10.9 In the event of rejection of the Products by Brenntag during or after performance of the Contract, the Supplier shall continue to bear the risk of damage to the rejected Products or the risk of damage to the rejected Products shall pass to the Supplier from the date of notification of rejection of the Products by Brenntag.
- 10.10 If the Supplier fails to perform any of its obligations under this clause within a reasonable period of time as determined by Brenntag, Brenntag shall be entitled to make the necessary repairs itself or arrange for such repairs to be carried out by a

third party, or purchase/order replacement and/or additional Products and/or Services from a third party, all at the Supplier's expense.

## **11. QUALITY ASSURANCE**

11.1 The Supplier shall implement a recognised quality assurance system in accordance with STN EN ISO 9001 or another comparable system, maintain it throughout the duration of the contractual relationship and demonstrate it to Brenntag at any time.

11.2 The Supplier undertakes, as far as objectively possible, to inform Brenntag in writing of changes in the production processes, the place of production and/or the ingredients used without delay, but at least six (6) months in advance. Upon Brenntag's request, Supplier shall provide Brenntag with any information requested by Brenntag in this regard.

11.3 Brenntag shall be entitled to inspect the Supplier's compliance with the provisions of this clause during the Supplier's normal working and operating hours upon prior notice. In doing so, Brenntag shall take reasonable account of the Supplier's operational interests and any need for confidentiality obligations.

## **12. ACTIVITIES CARRIED OUT ON THE PREMISES OF BRENNTAG**

12.1 In the case of any deliveries and/or the performance of work/activities on Brenntag premises, the Supplier, its employees and its authorised persons/representatives shall comply with Brenntag's safety, hygiene and fire regulations, instructions and guidelines applicable to the use of external contractors, as well as other relevant Brenntag regulations applicable at the workplace or other Brenntag premises, as amended from time to time; the Supplier undertakes to comply fully with these regulations, instructions and guidelines. Relevant documents will be provided to the Supplier upon request.

12.2 The Supplier shall ensure that its employees performing the Services (in particular if they perform work/activities at the workplace or other premises of Brenntag or its customers) are in no way considered to be employees of Brenntag or its customers. In the event of a breach of the obligations under this clause, the Supplier shall indemnify Brenntag for any damage caused thereby and shall reimburse Brenntag for all costs and expenses incurred by Brenntag.

12.3 In the event that the Supplier carries out any work/activities at the workplace or other premises of Brenntag or its customers, the Supplier shall, at its own expense, comply with all safety rules and procedures applicable at the premises in

accordance with the applicable law or Brenntag's internal regulations. The foregoing includes, but is not limited to, the use of appropriate personal protective equipment, attendance at training sessions at the relevant premises, removal of waste, debris, excess material and temporary structures and leaving the premises in a proper condition (tidy, etc.). The Contractor shall bear the risk of loss and damage to all materials used in the performance of its obligations and duties under the Contract until the Contract is terminated.

### **13. TERMINATION OF THE CONTRACT**

- 13.1 Unless otherwise agreed in writing, either of the contracting parties - in the case of a contract concluded for an indefinite period of time, the subject of which is an obligation to engage in a continuous or repeated activity or an obligation to refrain from a certain activity or to tolerate a certain activity - shall always be entitled to terminate the contract by giving written notice to the other contracting party, even without stating any reason and with a notice period of three (3) months, starting from the date of delivery of the notice to the other contracting party. Upon expiry of the notice period, the Parties shall terminate the Contract.
- 13.2 If the Supplier breaches any obligation under the Contract between the Parties or any subsequent contracts thereunder, the Supplier shall be in default (without further notice of default) and Brenntag shall be entitled to terminate the Contract immediately in whole or in part upon written notice. In such event, Brenntag shall also be entitled to suspend its payment obligations to the Supplier and/or to delegate the performance of all or part of the Contract to third parties, without prejudice to any other rights of Brenntag, including Brenntag's right to full compensation.
- 13.3 In the event that any of the circumstances set out in clause 13.2 of this clause occur (i.e. in the event that the Supplier breaches any of its obligations under the Contract between the Parties or other subsequent contracts), all claims of Brenntag against the Supplier shall become immediately due and payable in full from that time or from the earlier date on which they become due. At the same time, Brenntag shall be entitled in this case to suspend its performance or immediately withdraw from all further contracts concluded with the Supplier. The Supplier hereby also undertakes to reimburse Brenntag for all out-of-court costs incurred by it in this connection, without prejudice to Brenntag's right to claim costs.
- 13.4 Except as otherwise provided in these GTC, the Agreement and/or applicable law, Brenntag shall also be entitled to terminate the Agreement immediately upon written

notice (without being obliged to compensate the Supplier for any damages arising therefrom):

(i) if the Supplier's assets are declared bankrupt or the Supplier is granted a restructuring, or if the bankruptcy/restructuring petition is dismissed for lack of assets, or if enforcement proceedings are commenced against the Supplier; or

(ii) where the supplier is being wound up or is wound up without being wound up; or

(iii) if there is a change (a) in the control/ownership structure of the Supplier and/or a change in the persons who directly or indirectly control the Supplier (in particular as a result of a transfer of ownership or beneficial ownership of all or part of the Supplier's share capital) or (b) in the management and/or control of the Supplier (*change of control*).

13.5 In the event of termination of the Contract for any reason, the Supplier shall promptly return all originals and copies of the Confidential Information that Brenntag has provided/accessed for the purposes of the Contract.

13.6 All rights and obligations which by their nature are intended to survive termination of the Contract shall survive termination of the Contract regardless of the reason for termination. Such obligations include, but are not limited to: the obligation of confidentiality, the obligation to compensate for damages and other harm, choice of law provisions, dispute resolution, as well as this article of the GTC.

13.7 The provisions of this clause shall in no way affect any rights that Brenntag may have under applicable law.

## **14. LIABILITY**

14.1 The Supplier undertakes to indemnify Brenntag against all damages and to pay all claims that Brenntag incurs in connection with the deliveries; In particular, but without limitation, the Supplier undertakes to indemnify Brenntag for all damages and other losses incurred by Brenntag as a result of breach of duty and/or wrongful conduct by the Supplier, its employees or other persons authorised by the Supplier in the performance of the Contract or agreements arising therefrom, to indemnify Brenntag for damages and other losses caused by defective products, infringement of intellectual property rights, breach of data protection regulations or failure of the Supplies to comply with applicable law, or by the nature or defects of the Supplies. or because the Supplies do not have the characteristics that could be expected, etc.

The Supplier shall be liable for all damages, including but not limited to lost profits, losses, costs, expenses, fees, etc. incurred/may be incurred by Brenntag, including but not limited to legal costs and all other related legal costs and fees.

14.2 The Supplier undertakes in any event and without limitation to indemnify or reimburse Brenntag:

- (i) actual damage;
- (ii) lost profits;
- (iii) default interest;
- (iv) all (other) costs, interest and expenses (including, but not limited to, court fees, expert fees, travel expenses, out-of-court costs to assess the nature and amount of the damage);
- (v) any costs and expenses that could be considered "unnecessarily incurred" (including but not limited to: severance pay, fines, transport, assembly, storage, insurance, etc.).
- (vi) all costs and expenses associated with the withdrawal.

14.3 Any liability for damages or other harm on the part of Brenntag or the Supplier's claim for damages or other harm against Brenntag shall be limited to a maximum of CZK 250,000 (two hundred and fifty thousand CZK) or EUR 10,000 (ten thousand Euros) or the equivalent in the currency of purchase in each individual case. The above limitation on damages and other harm shall not apply if it arises as a result of a deliberate act of Brenntag in the performance of the Contract or any subsequent agreement.

14.4 The Supplier undertakes to properly insure its liability for damages and other losses (as set out in this clause) and to allow Brenntag to inspect the relevant insurance policies at its request.

14.5 In the event that the Supplier is entitled to make a claim under one or more insurance policies in connection with its liability to Brenntag, the Supplier undertakes to ensure that such claim is made directly to Brenntag. To this end, Supplier hereby assigns to Brenntag all of Supplier's present and future rights and claims arising under or pursuant to any insurance policy and hereby grants Brenntag the authority to notify the appropriate insurer of such assignment at any

time and to require that all claims be paid directly to Brenntag, and Brenntag hereby accepts such assignment and authority.

## **15. CONFIDENTIAL INFORMATION**

15.1 All Confidential Information (including intellectual property rights in such Confidential Information) shall remain the property of Brenntag. Brenntag's provision of Confidential Information to Supplier shall in no way be deemed to be a transfer of rights or grant of a license to use the Confidential Information.

15.2 The Supplier undertakes not to disclose and/or make the Confidential Information available to third parties, directly or indirectly, orally or in writing, without the prior written consent of Brenntag and to maintain strict confidentiality in relation to the Confidential Information. The Supplier further agrees not to use the Confidential Information in a manner that could harm Brenntag's interests or for any purpose other than the performance of its obligations under the Agreement.

15.3 The Supplier undertakes not to make any copies of confidential information in any form. The Supplier further agrees to promptly return to Brenntag, upon Brenntag's request and in the event of termination of the Agreement: (i) all documents in its possession (as well as all copies thereof in any form) on which the Confidential Information is captured, (ii) all other (electronic) data carriers on which the Confidential Information is captured, (iii) all notes on which the Confidential Information was used, (iv) all documents, minutes, reports, etc. and (v) all other documents, notes, reports, etc. (iv) all documents, notes, minutes or other records containing Confidential Information, whether in processed or other form, and/or for the preparation of which Confidential Information was used.

## **16. DATA PROTECTION**

16.1 The Supplier undertakes to take appropriate technical and organisational measures to ensure that all personal data within the meaning of the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) that the Supplier obtains from Brenntag for the purpose of performance of the Contract, including but not limited to data about Brenntag employees, is processed in accordance with the applicable data protection legislation.

16.2 With regard to the protection of personal data, the parties undertake to comply with the relevant legislation, including but not limited to the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679), and to enter into any agreements necessary in this regard.



## 17. INTELLECTUAL PROPERTY

17.1 All present and future intellectual property rights existing anywhere in the world, including, but not limited to, copyrights, database rights, industrial designs, trademarks, trade names, domain names, patents, know-how and other *sui generis* (intellectual property) rights, whether registered or unregistered, including all rights of priority, distribution, continuation/preservation and renewal of such rights, applications for such rights and claims related thereto, as well as all rights and claims related thereto, including, but not limited to, the right to damages and the right to recover unjust enrichment ("**Intellectual Property Rights**") relating to any items that are/were provided to the Supplier under the Contract, including, but not limited to, drawings, materials, moulds and other movable property, shall belong exclusively to Brenntag. The Supplier is only granted the right to use the items provided to it by Brenntag under the Contract (such right being non-transferable and not subject to any sub-license) for the duration of the Contract and for the purposes of the Contract or Contracts entered into between Brenntag and the Supplier.

17.2 In the event that the results of the work carried out by the Supplier for Brenntag (e.g. reports, drawings, designs) are subject to intellectual property rights, the Supplier undertakes to ensure that Brenntag may use them to the extent necessary in connection with the Contract and/or the unrestricted and continuous use of any resulting products. These rights shall belong exclusively to Brenntag to the maximum extent possible. All rights created or arising on the part of the Supplier in connection with the performance of the Contract or Contracts concluded between Brenntag and the Supplier are irrevocably transferred to Brenntag by the signing of the Contract, without any further conditions and without any claim to remuneration on the part of the Supplier; Brenntag hereby agrees to this transfer and accepts the rights associated therewith. If necessary for formal reasons, the Supplier undertakes, at Brenntag's request and without any further conditions, to assist Brenntag in the execution of the relevant documents and to perform all acts which are or may be necessary to ensure that all intellectual property rights arising or arising in connection with the performance of the Contract between Brenntag and the Supplier belong to Brenntag. To the extent that (notwithstanding the foregoing) it is not possible to transfer said Intellectual Property Rights to Brenntag, Supplier hereby grants Brenntag (including for the purposes of necessary activities related to the maintenance/protection of the Intellectual Property Rights) a worldwide, exclusive, transferable license or consent, which cannot be revoked or cancelled, to use said Intellectual Property Rights, in perpetuity. At Brenntag's request,



Brenntag shall be entitled to register this licence in the relevant registers; the Supplier undertakes to provide Brenntag with all necessary cooperation in connection with the above.

17.3 Except as provided in paragraphs 17.1, 17.4 and 17.5 of this Article, the Supplier shall not use Brenntag's intellectual property rights, including its trade name, trademarks and designs, without Brenntag's prior written consent.

17.4 To the extent that the Supplier is to use Brenntag's proprietary materials/objects in the performance of the Contract, Brenntag hereby grants the Supplier a nontransferable right to use such proprietary materials/objects for the purposes of the Contract and the Supplier hereby accepts such right.

17.5 All know-how provided by Brenntag to the Supplier in connection with the performance of the Contract shall be used by the Supplier only for the purposes of the performance of the Contract and for the duration of the Contract. The provisions relating to confidential information shall apply in full to any know-how provided by Brenntag.

## **18. MEANS**

18.1 All materials, software, drawings, designs, molds, tools, instructions, specifications and other resources provided to Supplier by Brenntag or purchased or created by Supplier for delivery to Brenntag shall remain the property of Brenntag or become the property of Brenntag upon purchase or creation, all unless otherwise agreed in writing by the parties.

18.2 The Supplier - acting as holder - shall properly identify the property referred to in the preceding paragraph as recognizable property of Brenntag, maintain it in good condition and insure it against all risks at the Supplier's expense for as long as the Supplier acts as holder of such property.

18.3 The Supplier is not entitled to remove or alter any markings relating to Brenntag's ownership of the relevant assets.

18.4 Funds will be provided to Brenntag upon request or at the same time as the provision of the Supplies to which the funds relate.

18.5 At Brenntag's request, all funds used by the Contractor in the performance of the Contract must be submitted to Brenntag for approval.

- 18.6 Any modification or change to the funds provided or approved by Brenntag is only possible with the prior written consent of Brenntag.
- 18.7 The Supplier shall not use or permit the use of the Property for any purpose or in connection with any purpose other than delivery to Brenntag. The Supplier shall not provide the Assets (whether or not for consideration) for use, lease or otherwise transfer to a third party.
- 18.8 The Supplier shall, at Brenntag's request, inform Brenntag of the quantity and quality of Brenntag's assets held by the Supplier by sending a summary of the relevant condition.
- 18.9 Brenntag is entitled to require the Supplier to sign a declaration of ownership of the property. The Supplier undertakes to provide Brenntag with all cooperation in this respect.
- 18.10 The Supplier shall bear all risk as to the manner in which the funds are used.
- 18.11 In the event that insolvency, restructuring or enforcement proceedings have been commenced or are threatened against the Supplier, or in the event of the appointment of a receiver of the Supplier under any statutory provision, the Supplier shall promptly notify Brenntag in writing of such proceedings. The Supplier also undertakes to provide the relevant administrator or bailiff with immediate access to these GTC.

## **19. CHANGES**

- 19.1 Brenntag shall be entitled to require the Supplier to make changes in the nature and scope of the Supplies to be provided, if reasonably possible. Brenntag shall provide a statement of the requested changes in such a way that the Supplier can become familiar with them.
- 19.2 If, in the Supplier's opinion, such change will have an impact on the agreed price and/or delivery time, the Supplier shall notify Brenntag in writing as soon as possible, but no later than eight (8) working days after notification of the requested change. Brenntag shall be entitled to withdraw from the Contract immediately if the price and delivery time notified by the Supplier are not acceptable to Brenntag.
- 19.3 The Supplier shall not make any changes to the performance of the Contract without the prior written consent of Brenntag. The Supplier shall submit to Brenntag all requests for change in WRITING.

## **20. ASSIGNMENT AND SUBCONTRACTING**

- 20.1 The Supplier shall not be entitled to assign or transfer any or all of its rights and obligations under the Contract to third parties without the prior written consent of Brenntag.
- 20.2 The Supplier shall not be entitled to delegate to any third party any obligations/responsibilities or parts thereof under the Contract without the prior written consent of Brenntag.
- 20.3 In the event that Brenntag grants consent pursuant to Clauses 20.1 and/or 20.2 of this Article, Brenntag may attach conditions to such consent; in the event that Brenntag grants such consent, the Supplier shall remain fully responsible to Brenntag for the proper performance of its obligations under the Contract and/or any subsequent agreement.
- 20.4 In cases of urgency and where, after consultation with the Supplier, it is reasonably foreseeable that the Supplier will not or will not be able to perform its obligations under the Contract or will not perform its obligations under the Contract in a timely or proper manner, Brenntag shall be entitled to require the Supplier to entrust the performance of all or part of the Contract to one or more third parties designated by Brenntag, all at the Supplier's expense and risk. The foregoing shall in no way relieve the Supplier of its obligations under the Contract.

## **21. APPLICABLE LAW AND DISPUTE RESOLUTION**

- 21.1 Inquiries, offers, Orders and Contracts and their performance, as well as these GTC, are governed by Czech law, except for the 1980 UN Convention on Contracts for the International Sale of Goods, which is excluded from application.
- 21.2 Any disputes (including disputes which are deemed to be such by only one of the Parties) which arise or may arise out of or in connection with the Contract governed by these GTC or the GTC themselves and their interpretation or application, whether disputes of fact or law, shall be resolved by a competent Czech court determined in accordance with the applicable laws of the Czech Republic.

## **22. MISCELLANEOUS PROVISIONS**

- 22.1 Brenntag is entitled to change these GTC at any time. Any such changes shall take effect on the effective date notified by Brenntag, except for Contracts entered into

prior to that date. Brenntag shall send the amended GTC to the Supplier in due time. If the Supplier has not been notified of the effective date, the changes shall become effective as to the Supplier as soon as the Supplier has been notified or becomes aware of such change, except for Contracts entered into prior to such date.

22.2 The Supplier undertakes to act independently and in full in the performance of the Contract. In no event shall any employment, agency, etc. relationship arise between the Supplier and Brenntag.

22.3 If any provision of these GTC is or becomes invalid, ineffective and/or unenforceable, the validity, effectiveness and/or enforceability of the remaining provisions of these GTC shall not be affected thereby and the parties agree to mutually negotiate to agree on a provision to replace the invalid, ineffective and/or unenforceable provision which is consistent with the intent and purpose of the invalid, ineffective and/or unenforceable provision.