

TRADE AND DELIVERY TERMS AND CONDITIONS

of **Brenntag CR s.r.o.** having its registered office at Prague 9, Mezi Úvozy 1850, IČ (Company ID Number): 49613464, DIČ (Tax ID Number): CZ49613464, registered in the Commercial Register of the Municipal Court in Prague, Section C, file 20937, bank details: Raiffeisenbank a.s., account number: 1001044253/5500, the "Seller"

I. Purpose of the Trade and Delivery Terms and Conditions

1. These Trade and Delivery Terms and Conditions ("TCs") are an integral part of the Seller's offer that the Seller has sent to the Buyer.
2. The Seller's offer includes but is not limited to:
 - a) Company name, registered office, company identification number and details of the Seller's entry in the Commercial Register and the company name / designation, registered office / place of business and identification number of the Buyer
 - b) Type and quantities of products
 - c) Unit purchase prices of the products, shipping fee and other services, and reference to INCOTERMS 2010 where necessary
 - d) Term of validity and effectiveness of the offer
 - e) These TCs.
3. If the Seller and the Buyer enter into a purchase agreement under Article II. of the TCs, these TCs shall become an integral part of such a purchase agreement. The Seller hereby excludes the application of the Buyer's terms and conditions.
4. The Seller's offer shall remain valid for the time period specified in the offer and the Seller shall be entitled to revoke it at any time.

II. Concluding a Purchase Agreement

1. Based on the Seller's offer, the Buyer shall be entitled to make an offer to enter into a purchase agreement ("Purchase Order") only in writing. The Purchase Order must either be made in writing and unconditionally refer to an offer, or contain in particular:

- a) Company name / designation, registered office / place of business, company identification number and details of the Seller's and the Buyer's entries in the Commercial Register or another public register
 - b) Type and quantities of products
 - c) Date, place and method of delivery / reference to INCOTERMS 2010.
2. Should the Buyer's Purchase Order contain any amendments, reservations, restrictions, reference to the Buyer's own terms and conditions or any other changes to the Seller's offer and/or the TCs, including any deviations or amendments that do not substantially alter the terms of the offer, the Seller's offer shall become void upon the delivery of the Purchase Order to the Seller and no agreement shall be made between the Seller and the Buyer ("Purchase Order with Reservations").
3. The purchase agreement shall be entered into on the day when the Buyer receives the Seller's written acknowledgement of the Purchase Order in which the Seller either confirms the Purchase Order without reservations or, in other cases contains in particular:
- a) Company name, registered office, company identification number and details of the Seller's entry in the Commercial Register and the company name / designation, registered office / place of business and identification number of the Buyer
 - b) Type and quantities of products
 - c) Unit price of the products
 - d) Date, place and method of delivery / reference to INCOTERMS 2010
 - e) Reference to these TCs.
4. Internationally applicable clauses used in the purchase agreement shall be interpreted in accordance with the content of INCOTERMS 2010 as in force on the date of the purchase agreement.
5. The Seller's acknowledgement of the Purchase Order is proof that the purchase agreement has been made.
6. Exceptionally, the Seller and the Buyer shall enter into a purchase agreement signed by both Parties or they enter into the purchase agreement in any other manner. Any such purchase agreement shall also include these TCs that apply to it in full except for its provisions regarding the conclusion of the purchase agreement as described in sections 1 through 5 of this article.

III. Delivery of the Goods

1. The Seller shall be entitled to deliver the goods itself or through a third party earlier than agreed in the purchase agreement, including a partial delivery,

unless expressly agreed in the purchase agreement that delivery of the goods before the agreed date and/or in the form of partial deliveries is not permissible.

2. The permissible deviation of the quantity of the delivered goods shall be $\pm 5\%$ compared to the quantities of the goods specified in the purchase order acknowledgement.
3. The Buyer shall confirm for the Seller a document confirming the delivery of the goods (such as a delivery note, consignment note, CMR) that contains in particular:
 - a) Company name, registered office, company identification number and details of the Seller's entry in the Commercial Register and the company name / designation, registered office / place of business and identification number of the Buyer
 - b) Place of delivery
 - c) Type and quantities of products delivered
 - d) Information regarding any returnable packaging delivered

Upon the confirmation of a document confirming the delivery of the goods, the Buyer shall acquire ownership of the delivered goods subject to the exceptions set out in sections 10 and 11 of this article of the TCs.

4. Where the goods are delivered to the Buyer by tank truck, the Buyer shall empty the tank within 3 hours of delivery. If the goods are delivered in a railway tank car, the Buyer shall empty the tank within 24 hours of the confirmation of proof of delivery of the goods and return it to the person who transported the goods to the Buyer using the tank car. If the Buyer fails to comply with the terms above, it shall be liable towards the Seller for all resulting damages, including but not limited to any extra costs (demurrage charges). In the event that the Buyer fails to remove the entire quantity of the delivered goods, the Buyer shall compensate the Seller for all the resulting damages, including but not limited to extra costs (cost of transport, handling and/or disposal of the materials).
5. Where the Buyer is obliged to cooperate, pay the purchase price in advance / pay an advance for the purchase price or meet any other of its duties during the performance of the Seller's obligation to deliver the goods and fails to do so within a grace period provided for in Article VIII, para. 3 of the TCs, the Buyer's default shall be considered a substantial breach of the purchase agreement and the Seller shall be entitled to withdraw from the purchase agreement. If the Seller, however, does not exercise its right to withdraw from the purchase agreement, the time limit for the delivery of the goods agreed between the Parties shall not expire earlier than 5 business days after the day when the Buyer notifies the Seller that the Buyer's obligations have been fulfilled. The provisions of Article VII, para. 3 of the TCs shall not be affected by this paragraph.
6. If, under the purchase agreement, the Seller is obliged to deliver the goods to the Buyer to a destination selected by the Buyer, the Seller's obligation to deliver the goods shall be also deemed to have been fulfilled upon the handover of such goods to the first public carrier for transport for the Buyer.
7. If, under the purchase agreement, the transport of the goods shall be arranged by the Buyer, the Seller's obligation to deliver the goods shall be deemed to have

been fulfilled upon the handover of such goods to the Buyer in the Seller's warehouse, or once the Seller allows the Buyer to handle such goods in any other suitable manner. The person accepting the goods on the Buyer's behalf shall submit an authorisation to accept the goods. The Seller is not obliged to release the goods to this person if no such authorisation is submitted.

8. If the purchase agreement and/or the document confirming the delivery of the goods does not contain any information about packaging, the delivered packaging shall be deemed to be non-returnable, the price of such packaging shall be included in the purchase price of the goods and the packaging shall become property of the Buyer upon its acceptance. Non-returnable packaging includes but is not limited to:

- All types of metal barrels with the exception of zinc-coated barrels;
- Metal canisters;
- Plastic barrels;
- All types of transport pallets with the exception of EURO pallets and plastic pallets.

The Seller is subject to the EKO-KOM fee. Any non-returnable packaging delivered shall be considered waste or hazardous waste owned by the Buyer. Collection and disposal can be arranged for a fee if so agreed. In the event that the Buyer continues to use such non-returnable packaging, it shall remove all labels with the Seller's logo and company name from the packaging.

9. Returnable packaging including but not limited to:

- All types of plastic and metal containers marked with an internal serial number;
- Plastic barrels;
- Zinc-coated barrels;
- Plastic canisters and jugs;
- EURO pallets and plastic pallets;

shall be returned by the Buyer at its own expense to the Seller under the terms set out in sections 10 and 11 of this article of these TCs in the same quality in which they were accepted.

10. The Buyer shall return any returnable packaging, except for containers, to the Seller within 90 days of the delivery thereof. The Seller shall issue a credit note for the benefit of the Buyer for the amount equivalent to the price of the returnable packaging charged or the advance payment made, to a reasonable extent under Article IV. of the TCs, provided that:

- a) The Buyer returned the returnable packaging to the Seller within the specified time limit and in the same quality in which it was accepted; and
- b) The price of the returnable packaging delivered

- Was either charged by the Seller to the Buyer and the Buyer is not in default in the payment of the invoice in which the price of the returnable packaging delivered was charged by the Seller to the Buyer; or

- Was paid by the Buyer to the Seller in the form of an advance payment;

And the terms under items a) and b) must be met cumulatively.

11. The Buyer shall return any containers to the Seller within 42 days of the delivery thereof. Should the Buyer fail to do so, the Seller shall be entitled to reasonably charge the Buyer a daily rental fee of CZK 15.00 per container under Article IV. of the TCs until the day when:

a) They are returned to the Seller;

b) The Seller receives a written notification from the Buyer sent to obaly@brenntag.cz informing the Seller that the containers are ready to be returned. The containers must be specified in the notification using their registration numbers;

c) The Seller receives a written notification from the Buyer informing the Seller that the containers will not be returned to the Seller. In that case, the Seller shall be also entitled to charge the Buyer for the price of the containers delivered but not returned by the Buyer (unless the Seller did so earlier);

d) 12 months after the date of their delivery to the Buyer. In that case, the Seller shall be also entitled to charge the Buyer for the price of the containers delivered but not returned by the Buyer (unless the Seller did so earlier) and the Buyer shall acquire ownership thereof.

IV. Purchase Price, Billing, Payment

1. The purchase price includes the cost of transport of the goods to the Buyer, including any tolls and other similar fees charged for the use of toll roads ("toll") unless specified otherwise in the purchase agreement.

2. All prices of the goods, packaging or any other performance provided by the Seller shall be exclusive of VAT.

The Buyer shall pay the purchase price of the goods increased by VAT, the price of packaging, the cost of transport of the goods to the Buyer (unless already included in the purchase price), toll, packaging, handling fees or the price of any other performance provided by the Seller as defined in the relevant clauses of the TCs (including but not limited to Article III.) in accordance with the rules enshrined in this article of the TCs. Where the purchase price is charged by the Seller and/or paid by the Buyer in EUR, the exchange rate published by the Czech National Bank and applicable to the entity performing the conversion on the date of taxable supply, which is the date of delivery of the goods and/or provision of another performance by the Seller, shall be used to convert the amount into CZK (Kč).

3. Should the CZK (Kč)/EUR and/or CZK (Kč)/USD exchange rate change in the period from the date when the Seller's offer is sent to the Buyer until the date of delivery of the goods to the Buyer based on the exchange rates published by the CNB by more than 3%, the Seller shall be entitled to change the purchase price of the goods to the same extent and the Buyer shall pay such modified purchase price to the Seller.
4. Where no advance payment of the purchase price is agreed, the Seller shall be entitled to require that an advance for the purchase price, up to the amount of the agreed purchase price exclusive of VAT, be paid prior to the delivery of the goods to the Buyer. The Seller shall deduct any advances for the purchase price from its invoice.
5. The Seller shall be entitled to charge for (invoice) the purchase price and/or the price of any other performance provided by the Seller from the date of delivery of the goods or the provision of any other performance, including any partial performance under Article III para. 1. of the TCs, unless advance payment of the purchase price was agreed.
6. The payment of the purchase price and/or the price of any other performance provided by the Seller shall be based on an invoice issued by the Seller that will be sent by the Seller to the Buyer to an address specified in the Buyer's Purchase Order, otherwise to the address of the Buyer's registered office / place of business. The Seller reserves the right to issue electronic invoices and the Buyer agrees with the issuance of electronic invoices in which case the Buyer shall notify the Seller of an e-mail address to which such electronic invoices are to be sent. The invoices must contain all legal particulars of a tax document.
7. The purchase price does not include any expenses associated with the storage of the goods which are the subject-matter of the purchase agreement unless agreed otherwise. Where the Buyer is in default in accepting the goods or paying an advance for the purchase price / the purchase price of the goods, if pre-payment of the purchase price is agreed, the Seller shall be entitled to store the goods at the Buyer's expense. In that case, the Buyer shall pay to the Seller a daily storage fee of 0.1 % of the purchase price of the stored goods.
8. If the good are not delivered by the agreed delivery date for reasons on the part of the Buyer, the Buyer shall also compensate the Seller for all costs incurred by the Seller in connection with the repeated delivery of the goods to the Buyer.
9. Unless the Parties agree otherwise, the purchase price and/or the price of any other performance provided by the Seller shall be payable within 17 days of the date of the invoice in which the purchase price and/or the price of any other performance provided by the Seller is charged.
10. The Buyer shall be entitled to return the issued invoice to the Seller within 10 days of the delivery in the event that it is missing some of the mandatory elements or has other defects and notify the Seller of the reasons for returning the invoice in writing. The Seller shall review the claimed defects and, should the claims be legitimate, remove the relevant defects and the maturity period of

the invoice shall start anew if the invoice was returned for legitimate reasons. If the Buyer fails to exercise its right to return an issued invoice to the Seller within 10 days of its delivery, all information stated in the invoice shall be deemed to be part of the content of the concluded agreement and the issued invoice is proof of the content and execution of the agreement in the extent of the performance provided by the Seller, the price of which was charged in the invoice.

11. Should the Buyer be in default in the payment of the billed purchase price and/or the price of any other performance provided by the Seller, the Buyer shall pay to the Seller a contractual penalty of 0.1% of the outstanding amount for each commenced day of default.

V. Defaults, Claims Procedure

1. The Buyer shall notify the Seller of any defects of the goods detectable during the acceptance of the goods within the shortest time possible, not later than within 3 business days, but always before the goods are resold or processed by the Buyer in any way. The Buyer shall notify the Seller in writing of any hidden defects detected.
2. The Seller shall demonstrate the notification of defects ("claim") in a suitable manner (e.g. using the carrier's report, official weight confirmation, a sample of the defective goods taken in the presence of a representative of an authorised testing facility on which both Parties agree).
3. Unless the Parties agree otherwise, the Buyer shall store any claimed goods separately, in the prescribed manner, in the packaging delivered by the Seller together with the claimed goods, and such goods shall not be handled in any manner that may frustrate an inspection of the claimed defects.
4. The Seller shall review duly claimed defects and notify the Buyer in writing of its opinion within 30 days of the delivery of a written claim. Where tests need to be carried out in a third-party laboratory to review the claim, a third-party audit must be performed etc., the above time limit shall be extended as necessary.
5. In the event that the Parties fail to reach an agreement regarding the claimed defects, such defects shall be assessed by an authorised testing facility, on which both Parties agree, and the opinion of this facility shall be binding and final for the Parties.
6. If the Claim is justified, the Seller shall remove the detected defects of the goods within a reasonable period of time, in particular by delivering any missing goods, delivering replacement goods to replace any defective goods or by granting a reasonable discount on the purchase price and the Seller shall be entitled to choose the method of removing the defects of the goods. Claimed goods may be returned prior to the completion of the claims procedure only with the Seller's consent.

7. In case of a justified claim, any costs incurred in connection with the claim shall be borne by the Seller; in case of an unjustified claim, they shall be borne by the Buyer. The obliged party shall compensate the entitled party for such costs on the basis of an invoice in which such costs will be charged to a reasonable extent under Article IV. of the TCs.
8. Should the Buyer fail to meet any of the conditions of the claims procedure arising out of the TCs or applicable legislation, the Seller shall not be obliged to acknowledge such a claim.

VI. Withdrawal from the Agreement

1. Should an obstacle arise independently of the Seller's will that prevents the Seller from meeting its obligations under the purchase agreement and it cannot be reasonably assumed that the Seller could avert or overcome the obstacle or the consequences thereof, the Seller may withdraw from the purchase agreement.
2. The Seller shall be entitled to withdraw from the purchase agreement or just suspend the deliveries of the goods in the event that the Buyer is in default in payment of any of its debts to the Buyer. The Seller shall notify the Buyer of such a situation. Any suspension of the deliveries of the goods shall also result in the suspension of the Seller's time limit for the fulfilment of its obligations. The time limits for the fulfilment of the Seller's obligations towards the Buyer shall start anew on the day following the satisfaction of all debts of the Buyer.
3. If the Buyer fails to accept the goods within 10 days after the day, when the goods were supposed to be delivered, the Seller shall be entitled to withdraw from the purchase agreement. In that case, the Buyer shall pay to the Seller a contractual penalty of 30 % of the purchase price of the non-accepted goods within 10 days after the Seller's withdrawal from the agreement. The Seller shall be entitled to sell any non-accepted goods to a third party or destroy them. The provisions of Art. III., para. 5, and Art. IV., para. 7 of the TCs shall not be affected by the provisions of this paragraph.
4. The provisions of the previous paragraphs of this article of the TCs shall not affect the right of the Parties to withdraw from the purchase agreement in accordance with the relevant provisions of the Civil Code.
5. The effects of the withdrawal from the purchase agreement shall commence on the date of delivery of the written notice of withdrawal to the other Party.

VII. Other Rights and Obligations of the Parties

1. If the Buyer is an entity subject to the duty to publish contracts in the register of contracts under Act No. 340/2015 Coll., as amended, it shall notify the Seller thereof no later than with its purchase order or prior to signing the purchase agreement. In that case, the Buyer shall comply with its duties arising from the

above Act, in particular publish the purchase agreement (i.e. order acknowledgement or purchase agreement) in the register in accordance with the Act and immediately notify the Seller of any such publication. If the above duties are violated, the Buyer shall pay to the Seller a contractual penalty amounting to the value of the relevant purchase agreement within 7 business days after the delivery of the Seller's notice via e-mail or in writing.

2. The Seller does not assume any liability for the designation and use of the sold goods for the purpose intended by the Buyer. The Buyer shall assume sole liability for ensuring the suitability of the goods for the given purpose and for the use of the goods. In addition, the Seller does not guarantee that the goods are in compliance with special legal requirements such as requirements for the food industry or the pharmaceutical industry, unless the Seller assumed such an obligation in writing in the purchase agreement.
3. The Seller's liability for damage is limited to the obligations agreed in the purchase agreement. Except for where damages cannot be validly limited or waived under Section 2898 of the Civil Code, the Seller shall be liable for damage only if the Buyer provides proof that the damage was caused by the Seller, in which case the Seller's liability shall be limited to direct material damage and to the maximum amount corresponding to the value of the goods under the relevant purchase agreement. The Seller's liability for indirect or consequential damages, including loss of profit, is hereby excluded.
4. The Seller and the Buyer shall maintain confidentiality of all information that the other party designates as confidential, including trade secrets, and refrain from disclosing or making such information available to any third party except as otherwise provided by law.

VIII. Final Provisions

1. These TCs shall be an integral part of the Seller's offer, the Seller's order acknowledgement, if any, and the purchase agreement where relevant.
2. All notices hereunder may be served to the other Party in person, via a licensed postal service provider ("post") or a messenger service to the address specified in the header of the agreement or communicated to the other Party, or via fax or e-mail. If there is any doubt, notices shall be deemed to have been delivered by post or messenger service 3 days after their posting, by fax at the moment when a report on successful fax transmission is printed, and via e-mail at the moment when the e-mail sender receives a confirmation that the e-mail has been read by the recipient.
3. Any default lasting 5 days shall not be considered a violation of the purchase agreement and at the same time it shall represent an adequate grace period for compliance with the relevant obligations unless agreed otherwise. This shall not affect the obligation to pay a contractual penalty.

4. An obligation to pay a contractual penalty shall not affect the obligation to pay damages or the amount thereof.
5. Where either Party is paying its debt to the other party under the purchase agreement through a payment services provider (bank), the amount shall be deemed to have been paid on the day of its crediting to the account of the other Party.
6. The rights, obligations as well as any legal relations arising out of the conclusion of the purchase agreement and not specifically regulated by the purchase agreement, including these TCs forming an integral part thereof, shall be governed by the relevant provisions of Act No. 89/2012 Coll., Civil Code, as amended, as well as any related legislation.
7. The agreement made between the Seller and the Buyer shall be governed by Czech laws. Czech courts with local jurisdiction based on the Seller's registered office shall have jurisdiction over any disputes that may arise from the contractual relations associated with the purchase agreements, an integral part of which these TCs are.
8. These TCs shall come into effect on 1 July 2018.