

General Conditions of Purchase

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Preamble

These general conditions of purchase (hereinafter referred to as the "GCP") apply to all orders of products (hereinafter referred to as the "Product") placed by BRENNTAG SA and/or its subsidiaries (hereinafter referred to as "BRENNTAG") to the supplier or producer (hereinafter referred to as the "Supplier").

These GCP shall prevail. In the event of any contradiction between these GCP and the Supplier's GTC, special conditions ("SC") will be negotiated. Failing this, statutory law shall apply. The Supplier and BRENNTAG are hereinafter referred to as the Party or Parties.

Article 1 – Product Ordering

1.1 All orders must be confirmed in writing by the Supplier by sending an order acknowledgement ("OA") within 48 hours of receipt of the order by the Supplier. As from the receipt of the OA by BRENNTAG, the essential conditions of the order (quantity, characteristics, price and delivery date) shall be considered firm and definitive and the order accepted by the Supplier.

1.2 BRENNTAG may cancel its order for any reason whatsoever and at any time prior to receipt of the OA, without incurring liability to the Supplier. As from the receipt of the OA by BRENNTAG and if the essential conditions of the order are complied with, BRENNTAG may only cancel its order with the Supplier's written consent. No changes to the order may be made by the Supplier without BRENNTAG's written consent.

Article 2 – Supply/Delivery of Products

2.1 The Supplier undertakes to fulfill the orders as accepted by it and to deliver the Products in accordance with the OA.

The Supplier guarantees that the Product is free from defects and fully complies with the applicable laws and regulations (safety, composition, presentation, marking, labelling, origin, packaging, storage, transport, etc.). The Product is delivered with the documentation and safety instructions inherent to the Product concerned. The Supplier guarantees BRENNTAG full and unrestricted use of the Product.

2.2 Unless otherwise agreed, the Products shall be delivered DDP (Incoterms 2020), including packaging and insurance, to the address stated in the order. Each delivery may only come from a single batch and partial deliveries are only permitted with BRENNTAG's prior written consent. Only Products with a residual life of more than 80% will be accepted by BRENNTAG. If the Products are delivered in quantities greater than those ordered, BRENNTAG may decide either (i) to keep them or (ii) to refuse the surplus delivered and to return them at the Supplier's expense.

2.3 Where it is agreed that the Supplier delivers the Products directly to BRENNTAG's customer, a proof of delivery (CMR, consignment note, delivery note) signed by the customer (stating all details, including the name of the customer's signatory, written legibly) must be provided to BRENNTAG. The proof of delivery must indicate the order number, quantity and description of the Products delivered and must be provided by the Supplier within three (3) working days of the Products' delivery.

Article 3 – Transfer of Ownership and Risks

Ownership of the Product is transferred upon Product's delivery.

Unless otherwise expressly agreed, any retention of title clause shall be deemed unwritten.

The transfer of risks relating to the Products shall take place in accordance with the Incoterm chosen by the Parties.

Article 4 – Vérification des Produits

4.1 BRENNTAG may carry out a visual inspection of the incoming Products limited to the absence of visual damage or shortages as well as transport damage and shall report any visual damage, shortages or transport damage by any means to the Supplier within 5 working days of Products' receipt. Any dispute or claim relating to a non-conformity concerning the Products' quality shall be made within 10 working days of the defect being detected. Furthermore, the Supplier shall remain liable for any non-conformity of the Products said to be "originally packaged", i.e. delivered without having been modified by BRENNTAG.

4.2 For direct sales, complaints and/or disputes submitted by BRENNTAG's customers shall be handled by the Supplier.

Article 5 – Failure to Meet Delivery Dates

The delivery dates agreed between the Parties are imperative, except in cases of force majeure. If they are not met, BRENNTAG reserves the right, without prior notice, to await delivery of the late Product concerned and apply a fixed and non-dischargeable penalty of 1,000 euros per week of delay, as well as a compensation for all direct and indirect costs incurred by the delay. All these costs will be deducted from the invoices issued by the Supplier in accordance with the principle of compensation. However, BRENNTAG may decide to cancel the order by operation of law with reimbursement by the Supplier of any sums already paid. In this case, no penalty will be due by the Supplier.

Article 6 – Customs Declarations

Where products are imported from a third country and require customs formalities for entry into the EU, the Supplier shall ensure that all information necessary for the completion of these formalities is provided to BRENNTAG at the latest when sending the OA. Responsibility for payment of import duties and taxes is determined according to the agreed Incoterm indicated on the OA.

Article 7 – Financial Conditions

7.1 The price of the Products is agreed by the Parties and indicated on the order. Unless otherwise agreed by the Parties, the price is firm and final, inclusive of VAT, and deemed to include all costs relating to the supply of the Products. Any additional cost not included in the price, of whatever nature, shall be subject to BRENNTAG's prior written agreement. Similarly, a price that has been accepted by BRENNTAG may not be increased without its prior written consent.

7.2 Invoices made out in the name of BRENNTAG SA shall be sent in PDF format only, to the following e-mail address: invoices-factures@brenntag.fr. Invoices shall contain the legally required information and shall specify BRENNTAG order number, the number of the delivery note concerned, BRENNTAG article code, the description of the Product concerned, the date of departure of the delivery truck.

7.3 Except in the case of disputed invoices, payments shall be made by bank transfer within forty-five (45) days end of the month. Any delay in payment not justified shall cause BRENNTAG to pay late payment interest equal to three (3) times the legal interest rate in force in France, as well as the fixed compensation for collection costs provided for in Article L. 441-10 of the French Commercial Code.

Article 8 – Legal Compliance/Licenses

8.1 The Supplier must comply with the legal and regulatory provisions in force. This applies in particular to compliance with:

- Regulation (EC) No 1907/2006 (REACH Regulation), and in particular the obligation to register substances, including for suppliers located outside the European Economic Area (EEA),
- the regulation on the prevention and recycling of packaging waste in accordance with Directive 94/62/EC,
- Regulation (EC) No 1272/2008 (CLP Regulation) in their respective regulatory versions,
- Regulation (EC) No 528/2012 (Biocides Regulation) in the context of the supply of biocidal products, and in particular the obligation to register biocidal active substances and biocidal products.

Unless otherwise specified in the order, the Supplier shall be responsible for obtaining all export and import licenses for the Products and shall be liable for any consequences caused if licenses are not available in due course.

8.2 Where BRENNTAG is required to register the Products in accordance with statutory provisions, including but not limited to Regulation (EC) No. 1907/2006 (REACH Regulation) and Regulation (EC) No. 1272/2008 (CLP Regulation), the Supplier shall provide BRENNTAG free of charge with all information necessary for this purpose.

Article 9 – Product Safety/Conformity - Recall

The Supplier shall notify BRENNTAG in writing as soon as he becomes aware of any suspicion or discovery of a defect in the Product, which would render it dangerous or result in an unacceptable risk, or of errors or omissions in the instructions for use and storage, which could expose to a risk of personal injury or damage to property. The Supplier shall promptly provide BRENNTAG with all necessary details of the circumstances giving rise to the notification.

Article 10 – Guarantees

In addition to the legal guarantees arising from Articles 1625 et seq. of the French Civil Code, the Supplier undertakes to deliver Products that do not have any defects impairing their value or suitability, that comply with the order(s), their specifications, their generally recognized usage, the legal and regulatory provisions, including in terms of health and safety at work and accident prevention.

The Supplier shall indemnify BRENNTAG against its own acts and against all the consequences of intellectual property claims by third parties (including members of its staff, persons placed under its authority and its authorized subcontractors, etc.) which BRENNTAG may suffer as a result of the use or exploitation of the Products. The Supplier undertakes to provide technical assistance to BRENNTAG in connection with such claims and to reimburse BRENNTAG for all related costs, including fees, indemnities, disbursements and costs incurred by BRENNTAG, as well as any pecuniary judgments that may result therefrom.

Article 11 – Supplier's Information Obligation

In its capacity as a professional, the Supplier undertakes to provide BRENNTAG with any information it may have concerning the compliance of its Products and packaging with the applicable legal and regulatory standards and to advise BRENNTAG usefully with regard to changes in

regulations and any difficulties of which it may be aware concerning the Products and their conditions of use, transport and storage.

Article 12 – Supplier's Liability

The Supplier is subject to an obligation of result in the performance of its contractual obligations (compliance with the terms of the order, including lead time and prior information, obligation to ensure the safety of the Products, conformity of the Products and transport, etc.). The Supplier shall indemnify BRENNTAG for any material and/or immaterial damage suffered directly or indirectly by the latter and/or its staff and/or a third party claiming compensation from BRENNTAG, and resulting from its acts, omissions or from the Products.

Article 13 – Force majeure

Neither party shall be held liable to the other for non-performance or delays in the performance of an obligation under an order due to the occurrence of an event of Force Majeure as defined by Article 1218 of the French Civil Code and by the French Courts and Tribunals rendered in application of this article. The Party that is the victim of an event of Force Majeure must notify the other Party as soon as possible of said event with which it is confronted and keep the other Party informed of the estimated duration of the said event. In the event of Force Majeure, the Parties will endeavor in good faith to take all reasonably possible measures to continue performance of the order. If the Force Majeure event definitively prevents the performance of its obligation(s) by the Party invoking it, the order will be cancelled ipso jure, without any formality other than notification of the definitive nature of the event, and the Parties will thus be released from their obligations under the conditions provided for in Articles 1351 and 1351-1 of the French Civil Code, unless the Parties have agreed to negotiate the conditions for the possible continuation of the order, if possible.

Article 14 – Compliance/Supply Chain

The Supplier (i) undertakes to comply with the applicable laws and regulations relating to the prevention and combating of corruption (the "Anti-Corruption Laws"), (ii) acknowledges that it has access to the BRENNTAG Code of Ethics and Business Conduct: <https://www.brenntag.com/fr-fr/conformite/>, and that it complies with the principles set out therein as well as any other compliance policy communicated to it (in particular the Supplier Code of Conduct: <https://www.brenntag.com/fr-fr/conformite/>), (iii) shall have and maintain in place throughout the term of its relation with BRENNTAG its own compliance policies and procedures.

The Supplier undertakes to inform BRENNTAG immediately if it becomes aware of any breach or risk of breach of the above obligations, and to take any appropriate corrective action to prevent, terminate and/or minimize such breach.

BRENNTAG reserves the right to carry out, or have carried out by a third party, at any time, an audit of compliance with the above obligations, subject to notifying the Supplier in advance.

In the event of Supplier's breach of the above provisions, BRENNTAG reserves the right to automatically suspend or terminate the on-going orders by sending a registered letter with

acknowledgement of receipt to the Supplier, without prejudice to any compensation that may be claimed by BRENNTAG in this respect.

Article 15 – Personal Data

During their relations, the Parties may be required to process the personal data of individuals acting on behalf of the other Party. The employees of each of the Parties who need to know such data will have access to it in the course of their duties. Personal data may also be transferred within the BRENNTAG group, to all subsidiaries. Each of the Parties undertakes to comply with the regulations applicable to the processing of personal data, in particular Regulation (EU) 2016/679 on the protection of individuals regarding the processing of personal data and on the free movement of such data. Each Party shall be responsible for informing the data subjects of its company of the processing of personal data implemented by the other Party for the purposes of exercising their rights, any request for which should be addressed to the BRENNTAG Data Protection Officer (dpo@brenntag.fr).

Article 16 – Applicable Law - Disputes Settlement

These GCP are governed by French law. In the event of a dispute relating to the performance and/or interpretation of these GCP, the Parties undertake to seek an amicable solution. If an amicable agreement cannot be reached, the dispute may be submitted to the competent courts within the jurisdiction of the Court of Appeal of Lyon, notwithstanding the plurality of defendants or the introduction of third parties, even for emergency proceedings or protective proceedings in summary proceedings or by petition.