

General Terms and Conditions of Sale

Version dated March 27th 2026

Article 1 - General clause

All our contractual relations (orders, deliveries, lead times, instructions, terms of payment...) are governed by these General Conditions of sale, which prevail over the terms and conditions of our customers including those appearing on their order forms or in their general terms and conditions, unless otherwise formally and expressly agreed on in writing by us.

Any order or commitment made by members of our personnel becomes definitive only once it has been accepted and confirmed in writing by our company.

These general conditions have been sent to the buyer prior to the sale, allowing the latter to read them and return to the seller with reservations if necessary. As such, they cannot be considered as a standard document provided and imposed by the seller.

Article 2 - Delivery times

Delivery times are given as an indication only. Any delays, for any reason whatsoever, do not entitle the buyer to cancel the sale, refuse the products or claim damages.

Our company shall be released from its delivery obligations in case of fortuitous events and/or force majeure, such as total or partial strikes, floods, fires, wars, and any impossibility for the seller to obtain the products ordered under the conditions agreed with the buyer, due to the producer.

If a sales contract stipulates a deadline for the buyer to collect the products, and in the event that the products have not been collected by the said deadline, our company may, at its own discretion and without prejudice to damages, consider the sale terminated automatically, or force the buyer to take delivery of the products, without prior formal notice, such notice existing as a result of the expiry of the contractual dates set.

Article 3 - Transfer of risk

Notwithstanding the retention of title clause, the burden of risks on the goods and their packaging, and in particular those transport-related, are transferred, for all our sales, to the buyer, upon delivery, either upon collection from our sites at the buyer's request, or upon delivery by our company to the place indicated by the buyer.

It is the buyer's responsibility to insure against such risks.

Article 4 - Claims

Any claims or reservations for loss, damage or shortages noted on delivery shall be mentioned on the delivery note and confirmed within 48 hours by registered letter with acknowledgement of receipt. The absence of reservations upon receipt of the products extinguishes any claim relating to apparent defects or damage.

Any dispute or claim concerning the quality of our products shall be sent to us by registered letter with acknowledgement of receipt, within fifteen (15) days of receipt of the products and before any use. After this deadline, no claim will be accepted.

Once the buyer has sent us his claim, in the form and within the time limits set out above, we undertake to replace any products that we consider to be non-conforming, to the exclusion of all damages.

No claims will be accepted for use of the products that does not comply with the applicable rules for storage and use.

Article 5 - Characteristics of our products

Our products are of standard industrial quality, unless otherwise specified.

Beyond the sales specification, which exclusively engages our responsibility, any information or document (in particular, but not exclusively: advice on a formulation, recommendations for use, technical advices, tests, etc.) is given as an indication only: the buyer shall ensure, if necessary by testing, the technical and regulatory compatibility of the product with his particular use, and remains solely responsible for it.

It is the buyer's responsibility to check the conformity of the product upon receipt. Under no circumstances will the seller be liable for any damage arising from the use of the products or their placing on the market by the buyer, if the latter has not checked first their conformity.

In particular, the buyer assumes all the consequences of incorrect use or use that does not comply with caution, usual practices and the provisions of the Safety Data Sheet.

Article 6 - Limitation of liability

Our sole responsibility is to deliver a product which complies with its sales specification. No warranty, express or implied, is given in respect of any other documents or information exchanged with the buyer.

If we are held liable, our guarantee consists of replacing the concerned product or refunding the price if it has already been paid.

In any event, the financial consequences of our contractual liability are limited to the price of the product, except in the case of personal injury or gross negligence or willful misconduct.

Article 7 - Retention of title

The seller retains ownership of the products sold until payment in full of the principal and ancillary costs.

Article 8 - Prices - Terms of payment

Our products are invoiced at the price confirmed to the buyer. We reserve the right to charge, in addition to the price of the products, a handling fee for orders under €300 excluding VAT, as well as additional delivery charges for orders under 300 kg.

An energy contribution is applied in addition to the price of the products.

We also reserve the right to charge you, as of right, the following amounts as penalties (without prejudice to any additional damages we may claim for the loss suffered):

- €200 excluding VAT in the event of cancellation of the order less than 72 hours before the indicative delivery date confirmed by our company,
- €325 excluding VAT in the event of partial refusal of delivery noted on the day of availability or delivery of the products,
- €525 excluding VAT in the event of total refusal of delivery noted on the day of availability or delivery of the products.

All custom duties, anti-dumping duties, taxes, levies or charges of any kind whatsoever – including those introduced or made applicable retroactively – arising after the conclusion of the sale and/or after delivery of the products and affecting the latter shall be fully borne by the buyer. Accordingly, we reserve the right to pass on and recharge the entirety of such amounts to the buyer, upon presentation of any relevant supporting documentation, without the buyer being entitled to oppose or challenge such charges.

Should the price or a component of the price (transport, raw materials, packaging, etc.) undergo an unusual variation between written confirmation of the order and delivery of the products, we reserve the right to modify the sales price accordingly. In this case, we will send a new order confirmation to the buyer, who will be entitled to cancel his order before delivery of the product or within three (3) days of notification of the new price if delivery is to take place at a later date. Failing this, the new conditions will be deemed accepted by the buyer and will apply to the sale.

Our payment terms are 30 days unless otherwise agreed in writing. There is no discount for early or cash payment.

If payment terms are granted, non-payment on the stipulated due date or failure to accept bills of exchange shall render all outstanding sums due and payable. We also reserve the right to unilaterally modify the payment terms previously accepted by us and to request cash payment if there is any doubt about the buyer's solvency.

Pursuant to the provisions of article L 441-10 of the French Commercial Code, in the event of late payment, the buyer shall be automatically liable for: firstly, penalties calculated on the total amount due at a rate of three times the applicable legal interest rate; and, secondly, a flat-rate indemnity for collection costs of forty (40) euros.

These penalties and indemnities do not affect the seller's right to recover the sums due, as well as any collection costs incurred in addition, by any legal means.

Finally, and notwithstanding the foregoing provisions, if a sale involves several deliveries, invoices are payable as and when they are issued, without waiting for the order to be delivered in full. Failure to pay a single invoice authorizes us, without formal notice, to consider the sale as cancelled.

Bills of exchange are not an exception to the place of payment, which is our registered office.

Article 9 - Settlement of disputes

Failing to reach an amicable settlement, any dispute or claim relating to the performance or interpretation of our conditions of sale shall, even in the event of a third-party claim or multiple defendants, fall within the exclusive jurisdiction of the Commercial Court in the jurisdiction of which our company's registered office is located.

The applicable law is French law.

Article 10 - Consigned packaging

Consigned packaging remains our property. They shall not be diverted from their original purpose. They will only be taken back at the consignment price if they are returned to us clean and in good condition, within a maximum period of three (3) months from the date of dispatch. Once this period has expired, the packaging is considered to have been sold to the buyer at the consignment price. Return costs are at the buyer's expense. A contribution to the costs of cleaning and destruction is due.

Consigned packaging shall not be used for any purpose other than to hold the product contained in the delivery. Failing which, return may be refused and destruction costs invoiced.

Article 11 - Safety and environment

As regard to the chemical nature of the products, any order implies that the buyer complies with the legislative and regulatory provisions applicable to him, in particular those relating to the protection of workers, the protection of the environment, the transport of hazardous materials, as well as the good practices in his profession.

The safety data sheets for our products are available on the Internet: www.brenntag.fr

Article 12 - Personal data

During their relationship, the parties may be required to process personal data of individuals acting on behalf of the other party. The personnel of each party's departments with a need to know will have access to this data within the scope of their duties. Personal data may also be transferred within the Brenntag group, to all affiliated companies. Each of the parties undertakes to comply with the regulations applicable to the processing of personal data, and in particular Regulation (EU) 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data. Each party is responsible for informing the data subjects of its company of the processing of personal data implemented by the other party for the purpose of exercising their rights, any request for which should be addressed to Brenntag's Data Protection Officer (dpo@brenntag.fr).

Article 13 - Compliance

Buyer (i) undertakes to comply with all applicable laws and regulations relating to the prevention of and fight against bribery and corruption (the "Anti-Corruption Laws") (ii) acknowledges that it has access to Brenntag's Code of Business Conduct and Ethics <https://www.brenntag.com/fr-fr/conformite/> and that it complies with the principles set forth therein as well as any other compliance policies communicated to it, (iii) shall have and maintain throughout the term of its commercial relation with the seller its own compliance policies and procedures.

