

**I. Scope of application, deviating conditions,
partial ineffectiveness**

1. Only the following terms and conditions of sale and delivery („GTC“) shall apply to all deliveries or services of Brenntag GmbH (hereinafter referred to as "Brenntag" or "we") to its customers. However, they shall only apply if the customer is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law.
2. Our GTC shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of business of the customer shall only become an integral part of the contract if and to the extent that we have expressly consented to their application. This requirement of consent shall apply in any case, for example even if we carry out the delivery or service to the customer without reservation in the knowledge of the customer's general terms and conditions.
3. The following GTC shall be deemed agreed at the latest upon acceptance of the goods or services by the customer, insofar as we have previously referred to them.

II. Offers, statement of condition, written form

1. Our offers are subject to confirmation. Orders shall only be binding for us if and insofar as we have confirmed them in writing or have commenced execution. Cost estimates and freight details do not include fixed prices. Quotation documents may not be made accessible to third parties.
2. Information, recommendations, promises, guarantees and agreements of our employees as well as contractual collateral agreements, reservations, amendments, supplements require our written confirmation in order to be valid.
3. Information which we provide on the condition of the goods, such as samples, specimens, analyses, drawings, indications of weight, quality and dimensions as well as standards, are only approximately authoritative (framework information) unless we have expressly declared the information in writing to be specifically binding in the form stated.

III. Permits, environmental protection

We are not liable for the granting of official permits. The customer assures that he will observe the safety and environmental protection regulations.

IV. Prices

1. Unless a "fixed price" has been expressly agreed, an increase in the agreed prices for a delivery or provision of goods at a later time than one month after the conclusion of the contract or after the promise of a certain price is permissible, insofar as the increase corresponds at most to an increase in the costs that has occurred in the meantime (e.g. increase in procurement costs, material costs and wages, increase in the costs of production, turnover and transport of the goods, increase or new establishment of public charges such as import duties, taxes, tolls).
2. If an increase in our costs (e.g. increase in procurement costs, material costs and wages, increase in the costs of production, turnover and transport of the goods, increase or new establishment of public charges such as import duties, taxes, tolls) of more than 50% occurs prior to the point in time referred to in clause IV. 1. due to a change in the market not foreseen by the parties at the time of conclusion of the contract, we may, unless a "fixed price" has been expressly agreed, demand an adjustment of the agreed price in such a way that the increase in costs is borne by the parties on a pro rata basis of half each. Any further rights to which we are entitled pursuant to clause IV.1. shall remain unaffected.
3. The right to adjust prices according to clauses IV.1. and IV.2. cannot be exercised in such a way that an increase of the agreed price above the local market price at the time of the increase takes place. The burden of proof for this shall be borne by the customer.
4. Any further legal or contractual rights to which we are entitled shall remain unaffected.
5. For repeat orders, the prices of the previous transaction shall only apply if we expressly confirm them.
6. Unless otherwise stated in the order confirmation, the prices shall be FCA (Incoterms 2020) ex our regional distribution warehouse or, in the case of direct shipments, FCA (Incoterms 2020) ex supplier's factory, in each case excluding packaging.

7. The price is agreed net (plus VAT). If VAT is legally owed by Brenntag to the competent tax authority, this VAT must also be paid by the customer to Brenntag under the same conditions as provided for the price. Subject to applicable tax law, Brenntag shall, at the customer's request, apply an exemption from VAT or apply the so-called "reverse charge" procedure and the customer shall provide us with all necessary information for this purpose. In the event that the customer fails to provide the information or documentation required for the application of the VAT exemption / reverse charge procedure, the customer hereby agrees to indemnify and hold Brenntag harmless from and against all claims, liabilities, damages, losses, penalties, interest, fees, fines, reasonable costs and reasonable expenses (including reasonable attorneys' fees) incurred by Brenntag. If the party providing the goods or services does not charge VAT and it is later determined that the transaction is taxable, the recipient of the goods/services agrees to pay such VAT upon receipt of a valid invoice and a copy of the notice from the appropriate taxing authority or an appropriate legal opinion stating the amount and reasons for the VAT charge.

V. Delivery and performance, transfer of risk

1. The quantity delivered or the scope of performance shall be determined in a binding manner in accordance with one of the methods normally used in commercial practice, said method being chosen by us. Deliveries which are above or below the amount sold but within a range commonly accepted in commercial practice shall constitute fulfilment of the contract. We are entitled to partial performance if this is reasonable for the customer. The data determined by the dispatching office shall be authoritative with regard to the quality of the goods. The unconditional acceptance of the goods by the customer/forwarding agent/transporter shall be deemed to be rebuttable evidence of quantity, faultless wrapping and loading.
2. Only delivery dates/periods confirmed in writing are binding for us. All delivery dates/periods are subject to the condition that transport routes and means of transport are available to the usual extent. All delivery dates/periods shall be deemed to have been complied with if the goods leave the place of delivery in such good time that they arrive at the recipient's premises on time given the usual transport time. Delivery dates/periods are subject to timely and sufficient delivery by our upstream supplier.
3. We shall be released from our delivery obligation insofar as we ourselves are not properly supplied through no fault of our own. Should non-availability or shortage occur, the customer will be informed immediately. Amounts already paid will be refunded to the customer without delay.
4. The customer must cooperate in the delivery of the goods and notify us of any difficult delivery conditions (e.g. poor access, long hose route) when placing the order, but in any case in good time. If delivery by us has been agreed, the customer must ensure that unhindered delivery to the agreed place of delivery is possible. If, due to circumstances for which the customer or a third party commissioned by the customer is responsible, delivery of the goods at the notified delivery time is not possible in the agreed manner or, in the absence of an agreement, in the usual manner, or is not possible at all, the customer shall bear the resulting additional costs.
5. The risk of accidental loss of the goods shall pass to the customer, if agreed, when the goods are made available for collection, otherwise at the latest when they are loaded into the means of transport. We are not obliged to expressly notify the customer of the provision. The customer is obliged to safeguard rights against third parties, in particular the companies commissioned with the transport of the goods.
6. If the delivery/collection is delayed for reasons for which the customer is responsible, the customer shall bear the costs of storage and the risk of accidental loss.

VI. Unloading

1. Unloading and storage of the goods is in any case the responsibility of the customer. The customer must unload immediately and properly. Insofar as our employees assist with unloading or refuelling and cause damage to the goods or other damage, they shall act at the sole risk of the customer and not as our vicarious agents.
2. In the case of deliveries in tank wagons, the customer shall be responsible for ensuring the fastest possible emptying and return to us or to the specified address. In the event of an extension of the standing time at the customer's premises for which the customer is responsible, the tank wagon rental and other additional costs incurred shall be borne by the customer.

VII. Packaging

1. We are not obliged to check containers provided by the customer for suitability - in particular cleanliness. We shall not be liable for any damage or defects arising as a result of defective or otherwise inadequate containers provided by the customer, unless a case of Clause X. 3, 5 applies.
2. If our deliveries are made in returnable containers, these must be returned to us by the customer in a completely empty, faultless condition at the customer's expense and risk within 30 days of arrival at the customer's premises at the latest or, if applicable, returned to our vehicle free of charge against confirmation of receipt.
3. If the customer does not fulfil the obligation mentioned under 2. in due time, we are entitled to charge an appropriate fee for the time exceeding 30 days and, after unsuccessfully setting a deadline for the return, to demand the replacement price, taking into account the aforementioned fee.
4. The attached labels may not be removed. The rental container may not be exchanged or filled with other goods. The customer shall be liable for loss of value, mixing up, contamination and loss, unless he is not at fault. The condition of the containers as determined upon arrival at our premises shall be the deciding factor. Use as a storage container or transfer to third parties is not permitted unless this has been agreed in writing in advance.

VIII. Delivery disruptions

1. Each order confirmation is made subject to complete and timely delivery by our upstream suppliers. Should non-availability or shortage occur, the customer will be informed immediately. Amounts already paid will be refunded to the customer without delay.
2. Circumstances and events beyond our control which prevent or significantly impede delivery or performance, such as, in particular, war, riots, natural disasters, pandemics or epidemics, lightning, orders from higher authorities, strikes, lockouts, disruptions in the supply of energy and raw materials, shortage of resources, extraordinary traffic and road conditions, machine damage not due to improper maintenance, non-delivery or late delivery by upstream suppliers as well as other operational disruptions through no fault of our own, including cyber attacks, shall release us from our delivery obligation for the duration of their effects. This shall also apply if the aforementioned circumstances occur at upstream suppliers. In such cases, we are entitled to deliver with a corresponding delay, including a reasonable start-up time. In addition, we are also entitled in these cases, in the event that the delivery periods are exceeded by more than 4 weeks, at our discretion, to withdraw from the contract immediately or later, in whole or in part. After the expiry of 4 weeks, the buyer can set us a reasonable period of grace with the indication that he will refuse delivery after the expiry of the period of grace. After unsuccessful expiry of the period, the buyer is entitled to withdraw from the purchase contract by means of a written declaration or, in the event of a delay in delivery for which we are responsible, to demand damages for non-performance in accordance with Clause X, Paragraphs 2-5.
3. If, in the cases of para. 2 of this clause, the quantities of goods available to us are not sufficient to satisfy all purchasers, we shall be entitled to make cutbacks in all delivery obligations; we shall be released from any delivery obligation above and beyond this.

IX. Notice of defects

1. The customer must give written notice of all obvious and recognisable defects, shortages or incorrect deliveries in the goods and packaging immediately after delivery, but in any case before resale, processing, mixing, consumption or installation. The customer must assert hidden defects in writing immediately after their discovery. If the customer fails to comply with the aforementioned obligations, the goods shall be deemed to have been approved. Any complaint about a delivery or service does not entitle the customer to reject further deliveries or services from the same or another contract.
2. The customer must notify us immediately in writing of any transport damage and document this to the carrier on the shipping documents.
3. Measures to mitigate damage shall not be deemed to be an acknowledgement of defects. By negotiating any complaints we do not waive the objection that the complaint was not in time, was factually unfounded or was otherwise inadequate.

X. Supplementary performance, liability

1. The customer is not entitled to reject or withdraw from the contract in the case of insignificant defects and may also not demand compensation instead of performance. In the event of a justified notice of defect, we shall, at our discretion, remedy the defect or deliver a replacement against return of the defective goods. Supplementary performance shall be excluded if it involves disproportionate costs for Brenntag. In this case as well as in the event of failure or impossibility of supplementary performance, and in the event of the unsuccessful expiry of a reasonable deadline set by the customer for supplementary performance or if such a deadline is dispensable in accordance with the statutory provisions, the customer may, at his option, demand a reduction of the remuneration or rescission of the contract. Insofar as claims exist against third parties, we may demand that claims against us be asserted only after futile legal recourse against the third party.
2. The customer's claims for defects shall become statute-barred within one year of delivery of the goods, unless a case of §§ 438 para. 1 no. 2, 634a para. 1 no. 2 BGB (German Civil Code) or Clause X. 3, 5 applies.
3. We shall be liable - for whatever legal reason - without limitation for damages for losses caused by an intentional breach of duty by us or by one of our legal representatives or vicarious agents.
4. In the event of a negligent breach of duty by us or one of our legal representatives or vicarious agents, we shall only be liable (subject to a milder standard of liability in accordance with statutory provisions) for damages arising from the breach of material contractual obligations. Material contractual obligations are obligations the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which the customer regularly relies and may rely. In this case, however, our liability is limited to the amount of the damage typical for the contract and foreseeable at the time of conclusion of the contract. The foreseeable damage typically arising shall amount to Euro 100,000 or twice the invoice value of the goods or services concerned if this value exceeds Euro 100,000. Brenntag shall not be liable for indirect damage, incidental damage, consequential damage and mere financial loss as well as loss of profit.
5. The limitations of liability from para. 4 do not apply insofar as we have fraudulently concealed a defect, have assumed a guarantee for the quality of the goods or a procurement risk as well as in the case of culpable injury to life, limb and health. Furthermore, any mandatory statutory liability, in particular under the Product Liability Act, shall remain unaffected.
6. Insofar as our liability is excluded or limited in accordance with the above provisions, this shall also apply to the personal liability of our executive bodies, legal representatives, employees, staff and vicarious agents.
7. Brenntag shall not be liable for the suitability of the goods for the purposes intended by the customer unless the intended purpose has become part of the contract in writing. Insofar as the goods have the agreed quality or are suitable for the use assumed under the contract and confirmed by us in writing, the customer cannot invoke the fact that the goods (a) are not suitable for normal use and/or (b) do not have a quality that is customary for items of this type and that the customer expected. Unless otherwise agreed in writing in individual cases, products delivered by Brenntag do not meet the requirements of legally specifically regulated qualities of raw materials or end products and, in particular, do not have food, feed, pharmaceutical or cosmetic quality. The use of the product is the sole responsibility of the buyer. Insofar as Brenntag gives application-specific advice, information or recommendations, these shall be made on the basis of the information, samples or test series provided by the customer. Brenntag does not check the accuracy or completeness of this information and is the responsibility of the customer. Brenntag shall only be liable in the event of intentional and grossly negligent written advice in breach of duty or in the cases set out in Clause X.5.

XI. Terms of payment, set-off

1. Our invoices are payable in cash without deduction immediately upon receipt.
2. A payment shall only be deemed to have been made when we can dispose of the amount. If we accept bills of exchange or cheques, then only on account of performance and subject to discounting possibilities against immediate reimbursement of all expenses. We are not obliged to present bills of exchange or cheques in due time.
3. Our employees are not authorised to accept payments or to make other dispositions without a written power of attorney.

4. The customer is only entitled to set-off or retention if the counterclaim is legally established, ready for judgment or undisputed. The customer shall also be entitled to offset if the counterclaim is reciprocal to the main claim and arises from the same contractual relationship. The customer shall also be entitled to assert a right of retention if his counterclaim is based on the same contractual relationship as our claim against which the customer is asserting the right of retention.
5. Brenntag shall provide the customer with a proper invoice in electronic form (e-invoice). For this purpose, the customer shall provide Brenntag in good time with an e-mail address to which the invoice is to be delivered. Alternatively, the invoice shall be delivered in electronic form by making the invoice available in Brenntag's customer portal, provided the customer has registered for the portal. The provision of an invoice in paper form shall only take place at the express request of the customer or in the absence of a valid electronic delivery option.
6. Brenntag charges a handling fee of € 2.90 per issue of a paper invoice.

XII. Default of payment, doubts as to credit standing

1. In the event of default in payment, all rebates, discounts and other benefits granted shall lapse. In the event of default, we shall charge default interest at the statutory rate and reserve the right to claim further damages.
2. If the customer does not meet his payment obligations, in particular if he stops his payments or if a cheque cannot be cashed, we shall be entitled to declare the entire remaining debt due, even if we have accepted cheques/bills of exchange; we shall also be entitled to demand advance payments or securities; we may also withhold or refuse further deliveries in whole or in part not only from the respective contract but also from other contracts and demand immediate cash payment for all deliveries.
3. We are entitled to refuse our outstanding services within a contractual relationship if it becomes apparent (e.g. through an application for insolvency) that our payment claim from the respective contractual relationship is at risk due to the customer's lack of ability to pay. Our right to refuse performance shall cease to apply if payment is made or security is provided for it. We shall be entitled to set the customer a reasonable period of time within which the customer must, at its discretion, make payment or provide security for payment in return for our performance. After unsuccessful expiry of the deadline, we may withdraw from the contract.

XIII Retention of title, securities

1. The goods remain our property until full payment has been made for the specific goods.
2. Treatment and processing shall always be carried out for us to the exclusion of the acquisition of ownership by the treatment or processor in accordance with § 950 of the German Civil Code (BGB), but without any obligation on our part. If the goods are mixed, combined or processed with other goods, the customer assigns to Brenntag here and now its right of title or right of joint ownership and right of possession in the new goods and shall keep them safe for Brenntag, insofar as Brenntag has not become a joint owner of the new item anyway in the ratio of the value of the goods to which title is reserved (cost prices) to that of the other goods at the time of combining, mixing or processing. We hereby accept this assignment. Pledging or transfer by way of security of our ownership / co-ownership is prohibited.
3. In the event that the customer sells our goods (processed, mixed or combined), it hereby assigns to us all resulting claims against its customers, also insofar as they include remuneration for work services, with all ancillary rights, in particular securities and the claim to the creation of a security mortgage (§ 648 BGB). We hereby accept this assignment. If the customer sells our goods after processing, combining or mixing them with goods not belonging to us, we shall be joint and several creditors (trustee) in addition to co-entitled parties; alternatively, the customer's claim against his customer shall be assigned in the ratio of the sales value of the goods subject to retention of title delivered by us to the value of the goods sold by the customer. The assignment to us always concerns the still realisable part of the claim. At our request, the customer shall disclose the assignment and provide us with the necessary information and documents. Furthermore,

the customer hereby assigns to us future claims for damage to the goods delivered by us.

4. We may store and mark our goods separately at the customer's expense and prohibit any disposal of the goods. If we withdraw from the contract due to the customer's conduct in breach of contract, we are entitled to demand the return of the goods subject to retention of title. At the latest, our demand for the return of the goods shall also constitute our declaration of withdrawal; the same shall apply if we seize goods subject to retention of title. The customer is obliged to return the goods at his own expense; he is liable for the reduced value, our costs for taking back the goods and lost profit.
5. We are entitled to demand securities of our choice (in particular land charges) and their reinforcement at any time for the proper fulfilment of the customer's obligations; we are authorised to claim and realise values of the customer which are subject to our actual influence as security/pledge.
6. If the value exceeds the claims by more than 20% in total, we are obliged to release securities of our choice at the customer's request.

XIV. Right to sell, authorisation to collect, ban on disposal

1. The customer is authorised to sell our property in the ordinary course of business and is also revocably entitled to collect the claims assigned to us itself; this authorisation shall lapse if the customer is in default or if he agrees with its customer on the non-assignability of the claims.
2. The authorisation to collect also includes the authority to assign the claims assigned to us within the framework of a genuine factoring agreement with terms and conditions customary in the industry, provided that we are notified of the cooperation with the factor. Already now the customer assigns to us its present and future claims against the factor as far as they concern the goods delivered by us. The customer undertakes to notify the factor of this assignment and to instruct the factor to pay only to us at our request.
3. Furthermore, the customer is not permitted to assign the claims assigned to us to third parties, in particular by way of a cloak or blanket assignment.

XV. Prohibition of assignment

The customer may only assign, pledge or otherwise dispose of claims to which he is entitled against us with our consent. The provision of § 354a German Commercial Code (HGB) remains unaffected.

XVI. Data protection

We process personal data within the scope of our business relationships. Further information on data processing can be found in our data protection declaration (available on our company website www.brenntag.com).

XVII. Jurisdiction, Choice of Law

1. For all present and future claims arising from the business relationship with the customer, the exclusive place of jurisdiction is Essen, NRW, Germany.
2. All legal relations between the customer and Brenntag shall be governed exclusively by German law, excluding the law of conflicts of law and the provisions of the United Nations Convention on Contracts for the International Sale of Goods ("CISG").
3. Should individual provisions of these General Terms and Conditions of Sale and Delivery or of the contract concluded on the basis thereof be or become invalid, this shall not affect the validity of the remaining provisions. The parties shall negotiate in good faith to replace the invalid clauses with such provisions that come as close as possible to the economic purpose of the invalid clause. This shall apply accordingly in the event of gaps.

¹⁾ The English version of these general terms and conditions of sale and delivery is a convenience translation. The German version is authoritative.