

GENERAL PURCHASING TERMS AND CONDITIONS OF BRENNTAG HUNGÁRIA KFT.

1. GENERAL PROVISIONS

- 1.1 These General Purchasing Terms and Conditions or “General Terms and Conditions” (hereinafter: “GTC”) of **BRENNTAG Hungária Kft.** (registered seat: 1225 Budapest, Bányalég utca 45.; tax number: 11345240-2-44; company registration number: 01-09-360542), hereinafter: “Brenntag”, shall apply to all purchases and the use of goods and services (hereinafter: “Products”), requests for quotations from Brenntag, offers from Brenntag’s partners or contractors (hereinafter: “Contractor” or “Contractors”) and any purchasing contracts (hereinafter: “Contract” or “Contracts”) entered into by Brenntag, under which Brenntag acts as a buyer/user of the Products, unless otherwise expressly agreed by the Parties. Any deviation from this GTC requires the express written consent of Brenntag.
- 1.2 In the absence of a separate written agreement, the Contract shall be deemed to have been concluded upon the offer by the Contractor and written confirmation of such offer by Brenntag.
- 1.3 The application of all general terms and conditions of the Contractor, whether stated in the order, invoice or any other document, is excluded from this legal relationship.

2. PRICES

- 2.1 The prices agreed between the Contractor and Brenntag in the Contract or in the purchase order are fixed, exclusive of VAT and are determined based on Delivery Duty Paid (Incoterms 2020), unless otherwise expressly agreed by the Parties in the Documents.
- 2.2 In any event, prices may only be changed with the prior written consent of Brenntag, regardless of unforeseen or special circumstances, including but not limited to increases in the price of raw materials.

3. PAYMENT AND INVOICES

- 3.1 Unless otherwise agreed by the Parties in the Contract, the invoice may be issued by the Contractor upon contractual performance and shall be paid by Brenntag within thirty (30) days of receipt of the invoice, provided that Brenntag has received and approved the Products/Service and, where applicable, has received all accompanying documents, drawings, quality and guarantee certificates. A further condition for the acceptance and settlement of the invoice is that it complies with the relevant legal requirements and contains all the information specified in the relevant regulations, including Brenntag's order number, if included in the order.
- 3.2 Brenntag shall be entitled to request adequate assurance (security) to the satisfaction of Brenntag for the performance of the Contractor’s (remaining) obligations before payment, whereby Brenntag may withhold an amount equivalent to 10% of the purchase price/service fee from the total fee, in which case Brenntag shall not be in default up to the extent of such withheld amount. Brenntag shall pay the amount withheld within 8 (eight) days after the Contractor has fully complied with its remaining obligations.
- 3.3 Brenntag shall be entitled to settle any claim it has against the Contractor by offsetting it against any payment due to the Contractor.

4. DELIVERY OF PRODUCTS, PERFORMANCE OF SERVICE

- 4.1 The Contractor shall be obliged to deliver/perform the Products/Services at the agreed place and within the agreed deadline. The Contractor shall comply with and perform the labour law,

labour protection, health and safety at work, accident prevention, fire prevention, health care regulations in force at all times in the territory of Brenntag. Furthermore, the Contractor shall be obliged to indemnify Brenntag in full against any penalties, damages or other legal consequences arising from any breach of this clause and any damage caused by the Contractor on the premises of Brenntag.

The Contractor shall also be fully liable for the actions of any third party engaged by it, in particular for compliance with and enforcement of the provisions of this clause 4.1 and for any damage caused by the third party engaged.

- 4.2 The delivery shall be accompanied by delivery notes in duplicate and packing slips. The order number, material designation and material number, batch number, gross and net weight, number and type of packaging (disposable/reusable), VAT identification number as well as unloading point and consignee must be stated in all shipping documents and on the outer packaging. Individual containers shall be marked with material designation, material number, batch number, production date, best-before date as well as net and gross weight.
- 4.3 Any goods, such as raw materials, auxiliary materials, tools, drawings, illustrations, specifications and software, that Brenntag may make available to the Contractor for the purpose of performance by the Contractor of its obligations will remain the property of Brenntag.
- 4.4 In the case of delivery of chemicals, the Contractor shall, as part of the inspection of the outgoing goods, attach an analysis certificate for each batch of the consignment and send it by e-mail to the address provided by Brenntag.
- 4.5 The Contractor shall package, label and transport the hazardous goods in accordance with the applicable national and international regulations. The Contractor shall deliver the Product in the packaging required by law or the Contract or in other appropriate packaging that ensures the integrity of the Product throughout unloading, loading and transportation. The Contractor will be required to take back all packing used for delivery, including boxes, crates, loading boards, etc. at the place of delivery within normal operating hours at its own expense.
- 4.6 Acceptance of the Products/Services by Brenntag shall not constitute quality acceptance of the Products/acknowledgement of contractual performance of the Service.
- 4.7 The risk of damage related to the Products shall pass to Brenntag only after Brenntag has accepted the Products. The risk of any Products getting lost/losing any Products, damage to the Product during transport by the Contractor to the place of performance shall be borne by the Contractor. In the event that Brenntag returns the Products, if it is found at the time of delivery or thereafter that all or part of the Products do not comply with the requirements, the risk for the Products concerned shall revert to the Contractor at the time of dispatch by Brenntag.
- 4.8 The Contractor shall fully inform Brenntag of all existing and potential risks or hazards associated with the Products, in particular toxicity, flammability, inhalation or direct contact hazards, and whether the hazards arise from direct or indirect use. In addition, the Contractor shall provide full-scope information on the appropriate safety precautions to be taken in relation to the use and handling of the Products and shall mark all packaging and containers of hazardous, toxic or otherwise harmful Products in a prescribed and conspicuous manner to protect persons handling or coming into contact with the Products.
- 4.9 Unless otherwise agreed, deliveries shall be made in batches. Products with a minimum shelf life shall be delivered by the Contractor with the maximum remaining shelf life. Partial deliveries are only permitted with the prior written consent of Brenntag.
- 4.10 If the Products have been modified or are temporarily unavailable, the Contractor shall not be entitled to supply substitute Products, unless otherwise expressly agreed by the Parties.

4.11 The Contractor shall immediately and free of charge provide Brenntag with the documents and declarations required for the Products, in particular declarations of origin, health certificates and classifications according to export control regulations. The Contractor shall submit the safety data sheet in Hungarian language complying with all requirements of the REACH Regulation at the latest upon conclusion of the Contract.

4.12 The Services to be provided will be completed in accordance with the specific description in the Agreement, including any rights and materials to be delivered with the Services by way of a completion protocol In Writing. For purposes of this article, Services will be deemed to include the delivery of all materials and associated auxiliary materials (including personal protective equipment and tools of staff) and documentation, such as an EC declaration of conformity, the technical construction file, the user instructions or manual in the language(s) of the country of use, drawings, test certificates, quality, inspection and warranty certificates, maintenance and instruction booklets with manual and item and safety information, including but not limited to Material Safety Data Sheets (MSDS).

The Contractor shall document the performance of the Services and shall send these documents to Brenntag on request or after completion of the Services. In the event of Services on the basis of an expense-based contract, weekly timesheets of hours worked will be submitted for approval by Brenntag. The approved timesheets will be attached as an annex to the invoice.

4.13 As soon as the Contractor becomes aware or should be aware that the delivery/performance will not take place or will be delayed, the Contractor shall immediately notify Brenntag thereof, stating the circumstances constituting the reason for non-performance. If, however, as a result of the Contractor's non-performance, performance is no longer in Brenntag's interest due to loss of interest, Brenntag shall be entitled to withdraw from the Contract and claim compensation for any loss resulting from the non-performance.

4.14 In the event that the Contractor exceeds the performance deadlines or fails to notify the (expected) delay in delivery/performance as described in this section, the Contractor shall be liable for all damages suffered by Brenntag, including but not limited to any claims for damages by third parties.

4.15 In addition to the other provisions of this section, if the deadline for performance is exceeded for reasons attributable to the Contractor or for reasons within its control, Brenntag shall be entitled to claim a penalty equivalent to 0.5% of the total net value of the Products/Services to be delivered for each calendar day of delay. The payment of the penalty shall not relieve the Contractor from the payment of any damages in excess of the penalty.

4.16 Brenntag is not obliged to accept delivery/performance before the agreed date.

4.17 The Contractor may not subcontract the performance of all or part of its obligations under the Agreement to any third parties without Brenntag's prior consent in writing.

5. OBLIGATION TO REGISTER IN THE ELECTRONIC PUBLIC ROAD TRADE CONTROL SYSTEM (EKÁER)

5.1 In the performance of the Contract, the Parties shall comply fully with the applicable legislation in force at any time, in particular the legal obligations relating to the Electronic Public Road Trade Control System (EKÁER).

5.2 The Parties shall provide each other with the relevant data required by law for the EKÁER system before the start of the transport operation.

5.3 The Parties shall provide the relevant EKÁER data to each other in writing by e-mail.

6. RISK OF DAMAGE

- 6.1 The method of transport, dispatch, etc. shall be determined by the Contractor acting as a “bona fide” contractor, unless Brenntag has given further instructions, with due regard to the applicable statutory provisions.
- 6.2 Delivery of the Products shall be entirely at the Contractor’s risk. The Contractor shall take out appropriate insurance to cover this risk.

7. TRANSFER OF OWNERSHIP (TITLE)

Title to the Products delivered by the Contractor shall pass to Brenntag upon acceptance of the Products by Brenntag. The Contractor shall indemnify Brenntag in the event of any infringement of Brenntag’s ownership rights by the Contractor or third parties. Products lost or damaged before acceptance shall be replaced or repaired by the Contractor at the Contractor’s expense. This shall not affect Brenntag’s right to claim damages from the Contractor.

8. WARRANTY, GUARANTEE, REACH AND INSPECTION

- 8.1 The Contractor warrants that at the time of deliveries and during the guarantee period the delivered Products:
- (i) comply with the Contract and the agreed specifications;
 - (ii) comply with applicable laws, standards, codes of practice and other requirements;
 - (iii) are fit for the purposes and intended use specified by Brenntag and are of good quality;
 - (iv) contain a high level of technical competence, using appropriate procedures and are in conformity with the generally accepted technical practice;
 - (v) are free from defects (including obvious and latent defects);
 - (vi) do not infringe the rights of third parties, including but not limited to intellectual and industrial property rights;
 - (vii) Brenntag acquires ownership by way of legal title.
- 8.2 Unless otherwise agreed by the Parties, the guarantee period for the Products/Services shall be at least twenty-four (24) months to be calculated from the date of acceptance by Brenntag/performance.
- 8.3 Inspection, control and/or testing of the Products by Brenntag or by persons or bodies designated by Brenntag may be carried out before, during or after performance of the Contract, but in any case by prior appointment. Brenntag shall not be obliged to inspect, control and/or test the Products upon acceptance and failure to inspect the Products shall not result in the loss of any warranty and/or guarantee claims.
- 8.4 If the Product falls within the scope of Regulation (EC) No 1907/2006 of the European Parliament and of the Council (hereinafter: “REACH Regulation”) and/or Regulation (EC) No 1272/2008 of the European Parliament and of the Council on classification, labelling and packaging of substances and mixtures (hereinafter: “CLP Regulation”), the Contractor shall undertake to fully comply with the obligations imposed by the REACH Regulation and the CLP Regulation, taking into account the deadlines set out therein. The Contractor shall sell the Product to Brenntag in compliance with the requirements of the REACH Regulation and the CLP Regulation. If it is discovered at the time of delivery or thereafter that all or part of the Products do not comply with these specifications or with the requirements set out in this section, the Contractor shall remedy the defects within a reasonable period of time to be determined by Brenntag by replacing the Products and/or arranging for further delivery of the Products, by reperforming the service, or may, at Brenntag’s option, grant a price reduction or Brenntag may withdraw from the Contract. All related costs shall be borne by the Contractor.

- 8.5 In the case of Products or parts of Products replaced during the guarantee period, the guarantee period shall recommence from the date of delivery of the replacement Product.
- 8.6 If the Products are rejected during or after the performance of the Contract, the risk in respect of the rejected Products shall remain with the Contractor or shall pass to the Contractor from the date of the referenced notification.
- 8.7 If the Contractor fails to meet its guarantee obligations under this clause, Brenntag shall be entitled to purchase replacement Products from a third party at the Contractor's expense.
- 8.8 The Contractor is obliged to introduce and upkeep a recognized quality assurance system in accordance with DIN EN ISO 9001 or comparable, and to maintain it updated throughout the contractual relationship and to provide evidence thereof upon request.

9. TERMINATION

If the Contractor breaches any of its material obligations under the Contract, Brenntag shall be entitled to waive the Contract unilaterally in writing or electronically with immediate effect, in whole or in part, if an earlier demand for immediate cure of the breach of contract remains unsuccessful. In such case, Brenntag may suspend its payment obligations towards the Contractor and/or transfer the performance of the Agreement in whole or in part to a third party, without prejudice to Brenntag's other rights, including Brenntag's right to claim full damages.

Legal relationships of a continuous nature or with a duration of more than one year may be terminated by Brenntag without giving reasons, in writing, subject to 30 days' notice.

During the term of the Contract, the Contractor shall immediately notify Brenntag in writing if any winding-up proceedings are instituted against it or if its competent body decides to subject it to voluntary liquidation, to file for bankruptcy or if its solvency deteriorates for any reason to such extent which may jeopardize the punctual performance of the Contract. In such a case Brenntag shall be entitled to terminate the Contract with immediate effect.

In the event of termination or expiry of an Agreement, the Contractor will immediately return all originals and copies of Confidential Information made available to it by Brenntag for the purpose of performance of the Agreement.

10. LIABILITY

- 10.1 The Contractor shall indemnify Brenntag against any claims that Brenntag may have in relation to the Products/Services, including but not limited to the amounts of any damages, costs, fees. Claims shall in any event include, but are not limited to, claims for damages and costs for negligence and/or wrongful acts on the part of the Contractor, its employees or any other person involved in the performance of the Contract by the Contractor, claims based on the Products/Services not complying with applicable laws and other regulations, claims arising from or relating to the nature or defects of the Products or the Products not having the characteristics declared by the Contractor.
- 10.2 The Contractor shall be liable for the compensation of all damages, losses, costs and fees, etc., which Brenntag may suffer, including but not limited to the costs of legal assistance and all other legal costs and fees.
- 10.3 The Contractor will take out adequate insurance against the liability as referred to in this article and will, if so desired, allow Brenntag to inspect the relevant insurance policy.
- 10.4 The Contractor agrees to comply with all export laws and accepts that it is solely responsible for compliance with such export laws, including without limitation the following: the Contractor shall not procure, directly or indirectly, any Product for sale to Brenntag from any

country, place of destination or person that would result in a violation of export/import laws or any end use prohibited under export laws, and shall also ensure that its affiliates or subcontractors do not act in such manner. Sanction/prohibition list means any list of parties banned or sanctioned by the UN, EU, US or other countries.

- 10.5 The Contractor declares that it is not owned, directly or indirectly, to an extent of 50 % or more by one or more persons on any sanctions list, and that is not under the direct or indirect control of, or acting for or on behalf of, any party or parties on the sanctions list.
- 10.6 Any liability on the part of Brenntag will be limited to an amount of € 10,000 (in words: ten thousand euros) per event. The limitation of liability shall not apply to cases where liability cannot be validly limited. Brenntag's liability shall in no case extend to indirect or consequential damages.

11. APPLICABLE LAW AND DISPUTE SETTLEMENT

The Contract and these GTC shall be governed by Hungarian substantive law. The European Union Convention on Contracts for the International Sale of Goods signed in 1980 is hereby excluded.

For the settlement of all disputes arising out of the Contract, if they cannot be settled by negotiation, the Contracting Parties shall submit to the exclusive jurisdiction of the court in whose jurisdiction Brenntag has its registered seat at any time, currently the Central District Court of Buda, or, depending on the value in dispute, the Tatabánya District Court.

12. DATA PROTECTION

- 12.1 The Parties may request the other Party to provide them with certain personal data (personal data of their employees and of the data subjects of their fulfilment partners), such as the names, addresses, telephone numbers, e-mail addresses of the other Party's contact persons, for the purpose of facilitating the performance of this Contract. The Parties shall be entitled to store such data in databases accessible to their employees/agents and to use them for the purposes of the performance of the Contract and for the maintenance of contacts, including, but not limited to, financial administration.
- 12.2 The Parties shall process and retain, on the basis of legitimate interest, the personal data of their employees and the personal data of their fulfilment partners' data subjects provided to each other in the course of the Contract, for the purpose of the performance of the Contract and for the maintenance of contact, from the termination of the Contract until the expiry of the general limitation period, for the purpose of settling any subsequent disputes, subject to compliance with the applicable legal provisions.
- The providing Party shall be responsible for the disclosure of personal data of the employees and the data subjects of the fulfilment partners identified above, and the providing Party shall inform the data subjects of the information concerning the processing of their personal data, their rights and the possible transfer of data for processing purposes.
- 12.3 The Parties shall have their employees and fulfilment partners sign a confidentiality agreement on the processing and retention of personal data provided by the other Party and shall require them not to take personal data obtained in the context of this Contract with them in the event of termination of their legal relationship.
- 12.4 The Parties shall take all necessary technical and organisational measures to protect the data in accordance with the legislative provisions in force. The data subject natural persons shall have the right, upon written request, to obtain a copy of the data stored in respect of them, or to obtain, by written notification to the Party, the rectification or correction of their data, or to exercise any other rights provided for by law. The Parties shall at all times act in accordance with the Privacy Notice published on their websites.

- 12.5 The employees referred to above or the data subject natural persons of the fulfilment partner may object to the processing or request the restriction of the processing. Where the employee/the fulfilment partner's data subject objects to the processing and the Party concerned, after having weighed the interests involved, decides to stop the processing, it shall without delay notify the other Party thereof or, where the employee/the fulfilment partner's data subject requests the restriction of processing, the Party concerned shall without delay inform the other Party of such fact in order to implement it.
- 12.6 The Parties shall also be entitled to transfer the personal data received from the other Party on the basis of the above to their subcontractors or fulfilment partners lawfully employed under the Contract.
- 12.7 Brenntag's General Data Protection Regulation is available at the following website: [/www.brenntag.com/en-hu/terms-and-conditions.html](http://www.brenntag.com/en-hu/terms-and-conditions.html)

13. ACCEPTANCE OF THE GTC

- 13.1 The Contractor shall be obliged to read these GTC before entering into the Contract, to fully familiarise itself with those contained therein, to interpret and understand the provisions and legal consequences of thereof. If the Contractor delivers to the Customer the Product/Services specified in the Contract on the basis of the Contract, the Contractor acknowledges and declares at the same time that it has read and expressly accepts the GTC for itself. The Parties consider the wording of the GTC to be clear and understandable. They acknowledge that the contents of the GTC do not violate the principle of good faith and consider the contents of the GTC to be justified.
- 13.2 The Contractor acknowledges that the Customer is entitled to amend the GTC unilaterally by giving the Contractor due notice in writing prior to the entry into force of the planned amendment. If the Contractor fails to notify the Customer in writing within 15 days of any objection to the amendment, the Contractor shall be deemed to have accepted the amendment and it shall become part of the Contract.
- 13.3 The Parties exclude the application of any general terms and conditions of the Contractor in relation to the Contract.

14. INTELLECTUAL PROPERTY, RESOURCES

- 14.1 All current and future intellectual property rights in existence anywhere in the world, including but not limited to copyrights, database rights, design rights, trademarks, trade names, domain names, patents, knowhow, and other sui generis (intellectual property) rights, either registered or unregistered, and including all priority rights, divisions, continuations, and renewals of such rights, applications for and claims to such rights, as well as all rights and rights of claim attached thereto, including but not limited to the right to claim damages and profit disgorgement (hereinafter: "Intellectual Property Rights") in all items made available to the Contractor under an Agreement, including but not limited to drawings, materials, molds and other movable property, will be owned exclusively by Brenntag. The Contractor will only be granted the - non-transferable and non-sublicensable - right to use the items made available to it by Brenntag in the context of an Agreement during the term of the Agreement and for purposes of performance of the Agreement or Agreements entered into between Brenntag and the Contractor.
- 14.2 To the extent that results of work performed by the Contractor for Brenntag (such as reports, drawings, designs) are subject to Intellectual Property Rights, the Contractor warrants Brenntag's use thereof, to the extent necessary in connection with the Agreement and/or (the unhindered and continuous use of) any Products resulting from it. To the extent possible, such rights will be owned exclusively by Brenntag. Any rights that have been created on the Contractor's part in the context of performance of the Agreement or Agreements between

Brenntag and the Contractor will be unconditionally and irrevocably transferred to Brenntag by signing the Agreement, without any fee being due in that respect, which transfer is hereby accepted by Brenntag. If that should prove necessary for formal reasons, the Contractor will, on Brenntag's demand, without setting any further conditions, render its cooperation in the execution of a document and perform all such acts as may prove necessary to arrange that all Intellectual Property Rights that have been created in the context of performance of an Agreement between Brenntag and the Contractor will be owned by Brenntag. To the extent that, despite the foregoing, the said Intellectual Property Rights cannot be transferred to Brenntag, the Contractor hereby grants Brenntag, in advance, also for purposes of necessary maintenance activities, a worldwide, exclusive, transferable license, not subject to termination, to use the said Intellectual Property Rights for an indefinite period of time. If so desired, Brenntag may enter, or cause the entry of, the license in the designated registers, in respect of which the Contractor will lend the necessary cooperation.

- 14.3 Any materials, software, drawings, designs, moulds, tools, instructions, specifications and other resources made available by Brenntag or purchased or created by the Contractor for the purpose of delivery to Brenntag will remain, or become, the property of Brenntag upon purchase or creation, all unless agreed otherwise in writing between the Parties. The resources will be made available to Brenntag on demand or simultaneously with provision of the Deliverables to which the resources relate.

15. MISCELLANEOUS PROVISIONS

- 15.1 The Parties shall treat as business secrets all data, information and facts which come to their knowledge in relation to the other Party in the course of the performance of the Contract and shall not disclose them to third parties or to the public without the prior written consent of the other Party, except for the statutory obligation to disclose them. The Parties shall be bound by this obligation of confidentiality also upon termination of this legal relationship for any reason whatsoever, without time limitation. The Parties shall be liable for any breach of these obligations in accordance with the general rules of civil law.
- 15.2 These general terms and conditions of delivery have been prepared in Hungarian. In case of translation into any foreign language, the Hungarian version shall prevail.
- 15.3 A declaration sent by one Party to the address/registered seat of the other Party shall be deemed to have been delivered on the 5th working day after the date of posting even if the recipient has refused to accept delivery – i.e. the postal item was returned to the sender marked “not accepted” or bearing the postal marking “unknown”, “moved”, “not sought” or another postal marking.
- 15.4 The Contractor may not assign all or part of the rights and obligations ensuing for the Contractor from an Agreement to any third parties without Brenntag’s prior consent in writing.
- 15.5 These GTC shall enter into force on 15.09.2025. The legal relationship between the Parties shall be governed by the GTC in force at the time the order is placed. In the event of a continuing legal relationship between the Parties, the GTC in force at the time the legal relationship is established shall govern the legal relationship.
- 15.6 Provided reasonably feasible, Brenntag will be entitled to require the Contractor to make changes to the nature and scope of the Deliverables to be provided. Brenntag will provide a statement of the required changes in such a way that they can be known by the Contractor. If, in the Contractor's opinion, a change will have consequences for the agreed price and/or delivery time, it will be under the obligation, before making the change, to notify Brenntag thereof in writing as soon as possible, but not later than eight (8) workdays following notice of the required change. Brenntag will be entitled to dissolve the Agreement if the price and delivery time stated by Contractor are not acceptable to Brenntag. The Contractor will be authorized to make or implement changes to the performance of the Agreement with

Brenntag's prior consent in writing only. Any requests for changes are to be submitted by the Contractor to Brenntag in writing.

- 15.7 Brenntag's Code of Business Conduct and Ethics 2020, published on the website, shall apply to all enquiries from Brenntag. Contractor agrees to comply with the principles of Brenntag's Code of Conduct and Ethics 2020.
- 15.8 If any provision of these GTC is void or voided, the other provisions of these GTC will remain in full force and effect, and the Parties will consult in order to agree new provisions to replace the void or voided provisions, observing the objective and purport of the void or voided provision to the extent possible.

Budapest, 2025.09.15.