

## **GENERAL TERMS AND CONDITIONS OF SALES AND SUPPLY**

### **1. Applicability**

- 1.1 These General Terms of Contract will apply to all supplies and sales of the Supplier. The terms deviating from them will be enforced solely in case of the Parties' relevant separate written agreement.

### **2. Offers and orders**

- 2.1 Any offers made by Brenntag Hungária Kft. (hereinafter referred to as: Supplier), including the offers in the Supplier's catalogues and other printed documents, will be valid only until the date designated in the offer or other supplements attached to it.
- 2.2 The contract may be considered as concluded by the order and the Supplier's written confirmation of the order.
- 2.3 In case that after written confirmation of the order, before performance of the order the Customer withdraws the order, it shall pay 10% penalty to the Supplier. The base of the penalty will be the countervalue of the quantity of commodities included in the order.

### **3. Prices**

- 3.1 Invoicing will be made on the basis of the price designated in the offer or confirmed in the order. The Supplier reserves the right to modify the long-term, at least quarterly or longer period's price agreement made with the Customer unilaterally in case of any changes in the purchase price, exchange rates, other auxiliary costs. If the Supplier modifies its prices as per the foregoing, it shall notify the Customer of it in writing 8 days before the effect of the new prices. The Supplier shall perform the contracts placed until the notice of coming into force of the new prices in accordance with the old prices. If the Customer does not declare until coming into force of the new prices, it shall be considered until its declaration with a contradictory content in respect of acceptance of the prices that the Customer has accepted the new prices. In case of the Customer's termination as per this section the Supplier shall not claim any penalties or compensations.
- 3.2 The Supplier will be entitled to supply 10% more or less than the ordered quantity, in case of this quantitative deviation the Customer shall receive the commodity. The Customer will pay the purchase price for the actually delivered and received quantity. If for any reason a quantity deviating from the confirmation of the order and the above-mentioned allowable deviation to a greater extent, the Customer may refuse the receipt of the delivered quantity, in case of receipt of the commodity it will pay the purchase price for the actually delivered and received quantity.

### **4. Terms of delivery**

- 4.1 The designated commodities – particularly, the excisable products or commodities considered as hazardous substances – may be delivered only to persons having the licences specified by the relevant laws – excise authorizations, or licence for activity or other required licences.
- 4.2 *Quality and quantity*
- 4.2.1 It will assume responsibility for the quality of the commodities distributed by the Supplier for a period as per the currently effective laws or designated by the manufacturer (with regard to the specialities of each material) in accordance with the rules of Civil Code. The Supplier does not warrant that the commodity will be suitable for the special purpose that the Customer wishes to achieve, in the lack of a relevant expressed written commitment.
- 4.3 *Delivery deadlines*
- The date of delivery is always stated in the confirmation of the order. In case of occurrence of force majeure, such as war events, natural disasters, strike, malfunction, official measures, sequestration, railway track blockage, loss of production caused by suppliers, the Supplier will be exempted from observation of the obligation to delivery and the delivery deadline as per the contract. In such a case we will make all the efforts to continue the supply within the shortest time.
- 4.4 *Transport, risk of damage, packaging*
- 4.4.1 The Supplier will transport the ordered commodity unless the Parties otherwise agree, with its own means of transport or through a carrier. The Supplier will execute the transport free of charge only in case of the following terms: the quantity of the ordered commodity exceeds 3 (three) tons' quantity and the value of HUF 50.000, that is fifty thousand forints. A further term of the transport free of charge is that the Customer discloses its relevant demand for it in the order, but not later than 3 working days before the delivery. The valid delivery schedule may be viewed at the Supplier's site (1225 Budapest, Bányalég u. 45.) or in the Supplier's homepage.
- 4.4.2 If the transport is not made free of charge as per the foregoing, the Customer shall pay a charge of HUF 9,500 + VAT per pallet for the transport, independently of the quantity on the pallet. The Customer shall receive the commodity at the time designated in the confirmation of order. If the Customer does not receive the ordered commodity (commodities) at the date of delivery or not later than within 8 days after it, the Supplier will be entitled to sell the ordered commodity to a third person. The Customer shall pay 15% penalty of failure to the Supplier by taking the countervalue of the ordered commodity as a basis. In case that the ordered commodity may not be sold to a third person due to the special nature of the commodity,

the Customer shall pay the cost of return and/or appropriate destruction of the commodity to the Supplier also over the amount of the penalty.

4.4.3 If the Supplier delivers the ordered commodity to the Customer, the risk of damage will pass to the Customer at the Customer's site or at the place of delivery designated by it by handover of the commodity. The commodity will be loaded always at the risk of that party, who or through whose commission the carrier executes the loading. If the Customer transports the commodity, the risk of damage will pass by loading the commodity onto the Customer's means of transport if the loading is executed by the Supplier. In case that the Customer or its agent loads the commodity onto the means of transport, the risk of damage will pass through handover of the commodity to the Customer at the Supplier's site.

4.4.4 The Supplier will hand over the commodity to the Customer in a package suitable for transport. For the use of different packages and making them available the Customer shall observe the terms designated below and shall pay charges.

4.4.5 The delivered/released package will be burdened separately from the sold commodity, in an independent invoice. The invoice containing the package will be a tax certificate complying with the currently effective laws, which the Customer shall state in its accounting records. The invoice of packages will include a 30 days' term of payment, during which period the Customer may use the packages owned by the Supplier free of charge. The Supplier will invoice the packages to the Customer as per the following:

1m3 tank	HUF 70,000 + VAT
1m3 tank ex.	HUF 90,000 + VAT
AdBlue tank	HUF 90,000 + VAT
ex. barrel	HUF 20,000 + VAT
plastic barrel	HUF 10,000 + VAT
60 l balloon	HUF 3,500 + VAT
30 l balloon ex.	HUF 7,000 + VAT
30 l balloon	HUF 3,500 + VAT
pallet	HUF 3,000 + VAT

4.4.6 If the Customer gives back or returns the package in a contaminated condition to the Supplier, the carrier records the fact of contamination in the delivery note, on the basis of which the Supplier will charge a fee of package cleaning as per the following:

in case of a container:	HUF 3,000 + VAT per piece
in case of a plastic barrel:	HUF 1,500 + VAT per piece
in case of balloons:	HUF 1,000 + VAT per piece

4.4.7 The Customer shall provide that the packages received with the commodity should be returned to any site of the Supplier within 30 days. The Supplier – if the Supplier has also executed the delivery of the packages – will provide for the return transport of the packages if the Customer indicated its relevant request upon the placement of order, the delivery or not later than 5 working days before the expiry of the deadline of return in writing.

4.4.8 If the Customer does not fulfil those stated in Section 4.4.7 or the return transport of the packages by the Suppliers fail to be executed for a reason attributable to the Customer, the Supplier will invoice a rent to the Customer for the use of packages over 30 days as per the following:

between 30 - 60 days	33% of the amounts stated in Section 4.4.5
between 60 – 90 days	66% of the amounts stated in Section 4.4.5
over 90 days	100% of the amounts stated in Section 4.4.5.

4.4.9 The vehicle driver executing the delivery on behalf of the Supplier (own employee or commissioned contractor) shall take over the exchange package, pallet in a clean, sound, empty condition from the Customer, accompanied by a delivery note issued by the Customer.

4.4.10 The delivery note shall compulsorily contain the following: the Customer's full name, the type, number of pieces of the package, for IBC also the identification number, furthermore, the date and place of receipt, the receiving person's name, a seal and signature. The delivery note shall be completed illegibly. The Supplier or its agent will not take over the package without a delivery note. Besides completion of an own delivery note the Customer shall declare in the Supplier's delivery note that it has handed over some packages for return. If there is no package to be returned, the Customer will declare about it here.

The Supplier or its agent will not hand over the contaminated, damaged, not empty packages, those with lacking fittings, or such packages, on which the Supplier's marking cannot be found. The Parties will keep minutes of the refusal of the receipt by the Supplier.

4.4.11 If the Customer does not return the package after 30 days, it shall pay the invoice on the countervalue of the package. In case of default payment the Customer shall pay a default interest of an extent designated in Clause (1) of 6:155 of the Civil Code from maturity to the Supplier. In case of default by the Customer it shall pay an amount of HUF determined on the basis of the official mean exchange rate of the Hungarian National Bank valid on the starting date of the default interest payment, equivalent to forty euros – in accordance with Clause (2) of 6:155 of the Civil Code – over the default interest.

- 4.4.12 For preservation of the packages owned by the Supplier the Customer shall act with the greatest care as possible. If the Customer causes any proved damage in the packages owned by the Supplier, it shall bear responsibility for the caused damage in accordance with the civil law. Under this interpretation the balloons, barrels and containers, as well as pallets, which are used to package commodities and included in the delivery note in a form appropriate for it.
- 4.4.13 No any other materials may be stored in the Supplier's packages, mixing, transport of any other materials, their unintended use is strictly forbidden. In case that this provision is infringed by the Customer, it shall bear all additional costs arising from it.  
The Supplier will not assume any responsibility for the safety technical suitability, official validity and cleanness of the packages owned by the Customer. The Supplier will not fill the packages being expired, or being in a contaminated, inappropriate state. The Customer shall observe the ADR, RID specifications related to the transport, storage of the purchased materials.
- 4.5 *The terms of payment*
- 4.5.1 The countervalue of the commodity will be paid in accordance with the Parties' prior agreement – against an invoice – immediately by cash payment upon receipt of the commodity, or by transfer on the basis of the issued invoice within the payment deadline indicated in the invoice.
- 4.5.2 In case of default payment the Customer shall pay a default interest designated in Clause (1) of 6:155 of the Civil Code from the due date to the Supplier. Furthermore, the Supplier will be entitled to pass its costs arising by enforcement of its claim to the Customer. In case of non-observation of the terms of payment – particularly, in case of default – the Supplier will be entitled to stop further supplies or deliver them only against payment of cash, besides collection of its claims in the future. Only the claims acknowledged by the Supplier or established in a legally binding judicial decision may be counted into the liabilities to pay burdening the Customer.
- 4.5.3 In case that a legally binding bankruptcy or liquidation procedure is launched against the Customer after confirmation of the order, the Supplier will be entitled to perform further supplies only against payment by cash, simultaneously to claim the payment of the purchase price or in lack of thereof to withdraw from the contract without any liability of compensation.

## **5. Reservation of ownership**

- 5.1 In case of deferred payment until complete payment of the open invoice related to the given commodity the Supplier will reserve its ownership for the delivered, but unpaid commodity.
- 5.2 In case of default payment longer than 60 days the Customer will be entitled to transport the commodity. In case of seizure of the commodity supplied with reservation of ownership by a third person, or its involvement in an execution procedure the Supplier shall report its ownership and notify the Supplier of this. In case of reservation of ownership upon sale of the commodity to a third person the Customer shall assign the claims arising from this sale to the Supplier. The Customer shall notify its contractual partner of the assignment. If the commodity supplied by the Supplier is processed into a new commodity at the Customer's place, a joint ownership is established for the new commodity produced in this way, namely in the rate of the quantity of the commodity supplied by the Supplier. The Supplier shall assign the claim, which comes from the sale of the new commodity, namely in such a rate that corresponds to the rate as per the rate of ownership.

## **6. Warranty and responsibility**

- 6.1 The Customer shall observe all the valid laws, regulations and standard related to the commodity. The Customer shall make sure – practically before the final order – through satisfactory information, specialist's advice, trials that the result wanted by it can be achieved with the Supplier's commodities under the given circumstances.
- 6.2 After the receipt of the commodity the Customer shall immediately inspect the quality and quantity of the commodity. In case of faulty performance it shall disclose its object to the Supplier in writing within 3 days after detection and simultaneously to provide a possibility to the Supplier that the representative of the commodity supplied by it or a specialists' body requested jointly by the Parties for this task may examine it.
- 6.3 The use, resale, processing and repackaging of the commodity may be considered as unconditional receipt and acceptance of the commodity.
- 6.4 In case of employment of a carrier, due to the damage possibly suffered during the transport the Customer shall enforce its claim for damage compensation against the carrier if the Customer has carried out the removal of the commodities in accordance with the Parties' agreement.

## **7. Data protection**

- 7.1 The Parties may request the other Party to hand over certain personal data (employee's personal data, and the personal data of those involved by their performance assistant) to them, so for example, the name, address, telephone number, e-mail address of the other Party's contact persons in order to facilitate the performance of this Contract. The Parties will be entitled to store these data in databases accessible for their employees/principals, and to use them for performance of the Contract and contact keeping, including, but not limited to, the financial administration.

- 7.2 The Parties will handle and preserve the employees' personal data and the personal data of those involved by their performance assistant handed over to each other during the Contract along the rightful interest – for performance of the Contract and contact keeping – from termination of the Contract until expiry of the general limitation period for settlement of the later possible disputes by observing the relevant legal specifications.  
The Contracting Parties state that the party handing over will be responsible for releasing the personal data of the employees and those involved by the performance assistants specified above, so the party handing over shall inform the person involved on the rights, as well as possible data forwarding – taking place for data processing.
- 7.3 The Parties will make their employees and their performance assistants sign a confidentiality agreement about handling and preserving the personal data handed over to them by the other Party, as well as will specify it to them that they may not take the personal data known in connection with this contract in case of termination of their legal relationship.
- 7.4 The Parties will take all the necessary technical and organisational measures in accordance with the effective legal specifications in order to protect the data. All the natural persons involved will be entitled in case of a written request to ask for a copy of the data stored about them, and to request making their data more exact or their correction with a written notice sent to the Party, or exercise other rights provided by the provisions of law. The Parties will act in accordance with the information on data management published on their homepage.
- 7.5 The employees and the natural persons involved of the performance assistant referred above may object to the data management, or may request limitation of data management. If the employee/the person involved by the performance assistant objects to data management, and the given Party decides to terminate data management after consideration of the interests, it shall immediately notify the other party, and if the employee/the person involved by the performance assistant requests limitation of the data management, the Party involved will immediately inform the other party on this fact for its execution.
- 7.6 The Parties will be entitled to forward the personal data taken over from the other party to the subcontractors, and their performance assistants employed rightfully as per the foregoing.
- 7.7 The Supplier's general regulations of data management are available in the <http://www.brenntag.com/hungary/hu/privacy-policy/> homepage.

## **8. Others**

- 8.1 For decision on any disputes arising from the contract if they cannot be settled through negotiations, the Contracting Parties will subject themselves to exclusive jurisdiction of the Supplier's current registered office, at present Central District Court of Buda, or depending on the case value Tatabánya Court and Law.
- 8.2 These general terms of supply were made in Hungarian. In case of translation to any foreign languages the Hungarian version will be decisive. The issues not regulated above will be governed by the provision of Civil Code and the currently effective Hungarian laws.