

BRENNTAG SPA – GENERAL TERMS AND CONDITIONS OF PURCHASE 2025

Definitions

- **CGA:** These General Purchase Conditions
- **Supplier:** Any legal entity engaged in business, either individually or as a company, that supplies goods or services to Brenntag Spa
- **Brenntag:** BRENNTAG SPA
- **Parties:** refers collectively Brenntag and the Supplier
- **Purchase Order:** Non-binding request for goods/services submitted to the Supplier by Brenntag
- **Offer:** The Supplier's commercial offer addressed to Brenntag
- **Contract:** Legal agreement entered into between Brenntag and the Supplier following the Supplier's acceptance of the Purchase Order
- **Order Cancellation (call-off) / Termination:** Brenntag's request to render an Order and/or Contract already concluded null and void
- **Dangerous Substances:** Mixtures, substances, and products identified by Legislative Decree No. 105 of June 26, 2015, implementing Directive 2012/18/EU (Seveso III), and/or governed by Regulation (EC) No. 1272/2008 of the European Parliament and of the Council issued on December 16, 2008 (CLP)
- **Confidential Information:** Refers to Technical Specifications or any other information, commercial or otherwise, related to Brenntag, its materials, products, processes, services, and activities, provided in any form by and/or on behalf of Brenntag to the Supplier and/or which the Supplier becomes aware of in connection with the Request/Order/Contract
- **Working days:** every day from Monday to Friday, except for public holidays referring to Italian national holidays and those specific to the municipality of the registered office of Brenntag.

1. Object and Scope of Application

- 1.1. These General Purchase Conditions (CGA) shall apply to all sales and supplies of goods and/or services made by the Supplier to Brenntag, in fulfillment of the Purchase Orders issued by Brenntag from time to time, unless a specific written contract governing different supply terms and conditions has been signed between the Parties. In such case, the provisions of the Contract shall apply, limited to the matters governed by it.
- 1.2. The CGA shall always prevail over the Supplier's general terms and conditions of sale. Any modification to the CGA shall be valid only if accepted in writing by Brenntag. Amendments and additions to the CGA shall be limited to the particular purchase for which they are agreed.

2. Purchase Order. Modification and Termination

- 2.1. The Supplier must communicate in writing the acceptance or rejection of a Purchase Order within 5 (five) Working days from the receipt of the Order from Brenntag.
- 2.2. Brenntag has the right to terminate the Purchase Order or modify its content (e.g., quantity of supply, delivery conditions and terms, etc.), as well as temporarily suspend the Order, in whole or in part, through written communication. The Supplier hereby agrees to accept the aforementioned changes in terms. The Supplier may not modify the content of the Offer or the Purchase Order without prior written acceptance from Brenntag.
- 2.3. In the event of withdrawal or suspension of the Purchase Order, the Supplier shall be entitled solely to the part of the consideration due for the supplies already effectively and duly executed, expressly waiving any further right or claim for additional compensation or indemnity.

3. Prices and Payment Terms

- 3.1. The prices stated in the Purchase Order shall be deemed fixed and invariable and are exclusive of VAT and additional costs (e.g., duties, packaging, insurance, transportation, etc.), unless otherwise agreed between the Parties.
- 3.2. Brenntag shall pay the Supplier the amounts due on the terms and in the manner specified in the Purchase Order. Invoices from the Supplier shall be accepted by Brenntag only if they contain the following information: a) mandatory information according to the Value Added Tax legislation; b) when indicated, the Order number; c) the delivery address and date, payment terms and method. For deliveries made by the Supplier from the 25th day of the month onwards, the payment terms shall be extended by a further 30 (thirty) days.
- 3.3. The execution of partial payments does not constitute acceptance of the supply.
- 3.4. Brenntag has the right to suspend, in whole or in part, the payments in the event that: i) it identifies serious irregularities by the Supplier in the execution of the supply; ii) it identifies the Supplier's non-compliance with the obligations under Articles 4, 6, 7, 9, 10, 12, 13, 19.

4. Delivery and Order Execution Terms. Penalties.

- 4.1. Goods shall be delivered, unless otherwise agreed with delivery under the applicable INCOTERMS DDP (Delivered Duty Paid) at the destination and conditions indicated in the Purchase Order. If different delivery methods are agreed upon, they shall be interpreted in accordance with the applicable INCOTERMS definition. The Supplier is obliged to comply with Brenntag's safety policies and directives relating to specific delivery sites and premises.
- 4.2. If it has been agreed in writing that delivery expenses are borne by Brenntag, the Supplier shall communicate the transportation cost in advance and receive specific authorization. The Supplier is responsible for choosing the most suitable and cost-effective means of transportation for Brenntag for each Order.
- 4.3. Each Order pertains to a single batch, unless otherwise agreed in writing.
- 4.4. Goods with a minimum shelf life must be delivered in a manner that guarantees at least 80% of the minimum shelf life, calculated from the moment the goods enter Brenntag's warehouses or its customers' warehouses in the case of triangular sales.
- 4.5. Partial deliveries are permissible only with the written consent of Brenntag.
- 4.6. The delivery terms specified in the Purchase Order are considered binding and essential. Brenntag has the right to refuse early deliveries - or charge the Supplier for storage expenses and related charges for the period of early delivery - as well as late deliveries.
- 4.7. In case of delivery delay, Brenntag shall have the right to apply a daily penalty of 0.2% of the invoiced amount, with a maximum of 10% of the Order value, in addition to the right to claim further damages directly or indirectly related to delayed, non-delivery, incomplete, or non-conforming delivery, including loss of profit and any additional costs incurred by Brenntag to purchase goods from other suppliers due to the Supplier's non-performance.
- 4.8. If there are reasonable grounds to believe that the delivery deadline cannot be met, the Supplier must promptly notify Brenntag. The rights exercisable by Brenntag as a result of delayed delivery shall remain unaffected.
- 4.9. In the event of delayed delivery, the Supplier shall be required to ship the goods subject to the Order using the fastest means of transportation. The Supplier shall bear any additional costs resulting from the delay caused.
- 4.10. Brenntag retains the right to refuse delivery, without any obligation, if the goods are damaged and clearly non-conforming to those ordered at the time of delivery. Brenntag also has the right to refuse the supply in case of delivery delay.
- 4.11. The Supplier shall ensure that the goods subject to delivery comply with the origin and provenance requirements established by the preferential agreements of the European Community, unless otherwise agreed in the Purchase Order. Upon Brenntag's request, the Supplier shall be obliged to provide, promptly and at no additional cost, the proof of origin of the Supply, health certifications, classifications, as well as the necessary documents and attestations for the export of goods to/from European or non-European countries, in accordance with the law on export control.

5. Right of ownership of property

The ownership of the goods transfers to Brenntag at the time of delivery, without the Supplier being able to claim any reservation of ownership on the supplied goods.

6. Transfer of risk, packaging, shipping documents

- 6.1. The transfer of risk is governed by the applicable INCOTERMS provisions. If an acceptability inspection takes place, the risk does not transfer until the verification at the Supplier's warehouse or at the agreed place of delivery.
- 6.2. Shipping documents must contain the information required by the applicable transport regulations. Delivery notes in duplicate and packaging receipts must be attached to the Purchase Order. Each transport document must include: the Order number, type of goods, product code, batch number, gross and net weight of the cargo, number and type of packaging (disposable or reusable), unloading and destination locations.
- 6.3. For the transportation of chemical substances, the Supplier must attach a certificate of analysis to each batch for the control of outgoing goods.
- 6.4. The Supplier must package, label, and ship Dangerous Substances and Mixtures in compliance with current national and international regulations.
- 6.5. The Supplier is also required to provide Brenntag with a Safety Data Sheet (SDS) in accordance with Regulation (EC) No. 1907/2007 (REACH) for Dangerous Substances and Mixtures. The Supplier must update the product's Safety Data Sheet and send it to Brenntag.
- 6.6. The goods must be packaged and secured to prevent damage during transportation. If requested by Brenntag, the Supplier will be obliged to collect the packaging material at their own expense during normal working hours at the place of delivery.

7. Compliance with the provisions of the law

The Supplier shall scrupulously comply with the legal provisions in force, with particular reference to - Regulation (EC) No. 1907/2006 (REACH) - Regulation (EC) No. 1272/2008 (CLP) - Legislative Decree No. 105 of 26 June 2015, in the respective versions in force at the time of the Order.

When Brenntag is obliged to register the goods in accordance with the provisions of the law, and with particular reference to Regulation (EC) No. 1907/2006 (REACH), the Supplier shall promptly and without cost communicate all information available and necessary for this purpose. The Supplier shall also inform Brenntag without delay of the appointment of a Sole Representative.

8. Examination and inspection of incoming goods

- 8.1 Brenntag's inspection of incoming goods shall be limited exclusively to verifying the delivery of a product that - due to quantity, obvious and perceptible defect or damage caused by transport - differs from that ordered. Such discrepancies, notwithstanding Article 1495 of the Italian Civil Code, shall be reported to the Supplier within 15 (fifteen) working days from the date of delivery.
- 8.2 Defects in the goods shall be reported within 8 (eight) working days of their discovery. In the case of direct delivery, the final customer's complaint shall be reported by Brenntag to the Supplier within 8 (eight) working days from receiving the complaint.
- 8.3. If it is necessary to repeat or perform further inspections due to the discovery of defects in the goods, the Supplier shall bear all related costs.

9. Supplier's warranties

9.1 The Supplier guarantees - without any limitation - that the object of the Supply and each of its parts or components are free from defects that compromise their value, suitability for use, or proper usability. In particular, the Supplier guarantees: i) that the characteristics and specifications of the goods are in accordance with those indicated in the Order, ii) the suitability and adequacy of the goods for their normal use, iii) the compliance of the goods to the technical requirements, also taking into account the specific production process they are intended for. The Supplier guarantees that the product complies with regulatory and statutory provisions.

9.2 If the goods show any defects, Brenntag will have the right to exercise any warranty action, reserving the right to choose the way in which the Supplier must remedy the situation. In case the Supplier refuses to remedy the defect, after 10 working days (or another term set by Brenntag), Brenntag shall be entitled either to remedy it directly or to engage the services of a third party, at the expense of the Supplier.

9.3 The Supplier shall be liable for any negligent conduct attributable to one of its own subcontractors/subsuppliers/employees.

10. Product liability. Recalls. Safety defects

10.1. The Supplier shall be liable for any direct and indirect damage caused to property or persons by the goods supplied, and shall be obliged to hold Brenntag fully harmless and indemnified against any claims for damages made by third parties. By way of example only, the Supplier shall be liable for damages from production downtime, costs of recalling goods, damages from loss of chance or loss of customers, damage to image, legal costs.

10.2. If the Supplier, in compliance with the mandatory provisions, is obliged to inform the competent Authorities regarding circumstances pertaining to the marketability of the goods, it must promptly inform Brenntag accordingly. If the Competent Authorities order the application of measures restricting the marketability of the goods delivered by the Supplier, Brenntag shall be entitled to terminate the Contract with immediate effect. In this case, the Supplier shall be obliged to compensate Brenntag for any direct and indirect damage caused to Brenntag and third parties.

10.3 Any defects or non-conformities of the goods with respect to the warranties given and the expected characteristics, discovered by the Supplier after delivery or of which the Supplier becomes aware, must be immediately communicated to Brenntag with all relevant information about the non-conformity. The Supplier shall cooperate in any ensuing corrective or restraining action, with the Supplier bearing sole responsibility for the costs, expenses and liability for direct and indirect damages.

10.4 The Supplier is obliged to take out and maintain adequate insurance cover for the risks pertaining to the contractual relationship, which also includes cover for damage caused by non-conforming products. The cover shall extend for the entire duration of the contractual relationship and for the following 24 (twenty-four) months, and the Supplier shall provide Brenntag with a copy of the insurance certificate. It is understood that the Supplier's liability is not limited to the policy limits.

11. Quality certification and audit

The Supplier is obliged to put in place a certified ISO quality assurance system and keep it in force for the entire duration of the contractual relationship. If requested, the Supplier must provide Brenntag with the relevant documentary proof.

The Supplier must inform Brenntag in writing and without delay, with 6 (six) months' notice, of the occurrence of changes in the production process affecting the place of production or the use of particular substances. The Supplier shall also provide any type of information requested by Brenntag in connection with said changes.

Brenntag shall have the right, upon written notice, to carry out inspections at the offices and storage areas of the Supplier, to verify effective compliance with all contractual obligations. Such inspections shall not limit or exclude, in any case, any liability of the Supplier.

12. Non-assignment

Except with Brenntag's prior written consent, the Supplier is prohibited from assigning the Contract concluded with Brenntag and the claims arising therefrom to third parties.

13. Termination for non-performance

Brenntag shall be entitled to terminate the Contract in whole or in part, with immediate effect, by written notice to the Supplier, when:

- i) the Supplier is in breach of the Order agreements and does not carry out the necessary actions to eliminate such non-performance in the time requested by Brenntag; or
- ii) the Supplier is in breach of its obligations under these CGA

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14. Offsetting

Brenntag shall have the right to set off any claims arising from these CGA (including compensation amounts and penalties) against sums owed to the Supplier, including those arising from different legal relationships.

15. Force majeure

If circumstances arise that are beyond the control of the party who invokes them and which could not be avoided even with reasonable prudence and diligence (general strikes, insurrection, war, natural or nuclear disasters, measures of the Authority, fire, epidemics, pandemics), the Parties will be relieved of the contractual obligations for the duration of the occurrence of such events and for the continuation of their consequences. The Parties must, without delay, provide the necessary information within reasonable time limits and in any case no later than 30 (thirty) days from the occurrence of such circumstances. If the limitation resulting from such events extends beyond the aforementioned term, Brenntag will be entitled to withdraw from the Contract.

16. Intellectual Property Rights and Rights of Third Parties

16.1 Brenntag reserves all intellectual and industrial property rights to drawings, calculations, formulas, mixtures, designs and any other documents of a technical or commercial nature. The Supplier undertakes to preclude access to these by third parties in the absence of Brenntag's written consent. All documents submitted for the execution of the supply shall be used exclusively for this purpose pertaining to the supply and shall be returned upon completion of the supply. The obligation to return documents is automatic and does not require any prior request. All proprietary rights to drawings, plans, calculations, formulas, etc. prepared by the Supplier on the instructions of Brenntag shall - unless otherwise agreed upon in writing - be transferred to Brenntag, without any right to compensation for the Supplier, not subject to time, territory or content restrictions, including the right of assignment to third parties and sub-licensing.

16.2 The Supplier warrants that the goods are free from third-party rights - including industrial and intellectual property rights of third parties - that prevent or limit their use as set out in the Order and/or their normal use. With respect to any rights asserted by third parties and claims that preclude Brenntag or its customers from using the goods in accordance with the purpose of the sale, the Supplier shall hold Brenntag fully harmless and indemnified from any third party claims and shall be liable for any direct and indirect damage resulting therefrom, without any limitation of its liability.

17. Administrative liability pursuant to Legislative Decree No. 231/2001

The Supplier declares that it is aware of the regulations in force concerning the administrative liability of legal persons and, in particular, of Legislative Decree 231/2001 as amended. In this regard, he declares: (i) that he is aware of the fact that BRENNTAG SPA has adopted a specific Organisational Model and specific protocols aimed at preventing the risk of occurrence of the offences indicated in the aforementioned Decree and related regulations; (ii) that he has read the Code of Ethics adopted by BRENNTAG SPA and the Organisational, Management and Control Model that can be consulted and downloaded at the web address: <https://www.brenntag.com/en-it/about/compliance/>. By virtue of the above, the Supplier undertakes - also for its own possible employees, directors, consultants and collaborators and subcontractors, in the performance of the contractual relationship - to comply with the rules, procedures and behavioural principles contained therein, insofar as applicable, as well as to refrain from conduct that may constitute the offence hypotheses referred to in the same decree (regardless of whether the offence has actually been committed or is punishable). Failure to comply with any of the provisions of the Model and the Code of Ethics in the performance of the contractual relationship shall constitute a serious breach thereof and shall entitle Brenntag to terminate it with immediate effect pursuant to and for the purposes of Article 1456 of the Civil Code, without prejudice to the right to compensation for damages.

18. Protection of Personal Data and Confidentiality

The Parties undertake to comply with the legislation on the protection of personal data pursuant to Regulation (EU) No. 2016/679 (GDPR Regulation). The Supplier undertakes to keep confidential any information it comes into possession of as a result of the execution of the CGA and not to use it for purposes other than those envisaged by the CGA.

19. Applicable Law and Jurisdiction

For the interpretation of the CGA and the Orders, Italian law shall apply exclusively. For all disputes that may arise, the parties declare to acknowledge the exclusive jurisdiction of the Court of Milan.

20. Final Provisions

20.1 Without prejudice to the special conditions contained in the Orders, further derogations to the CGA shall not be effective unless they result from a written and signed agreement between the Parties.

20.2 Tolerances of use, as codified in the collection of usages of the Province of Milan for the trade of chemical products in general, are allowed.

20.3 The application of the regulations provided for by the United Nations Convention on Contracts for the International Sale of Goods ("CISG") of 1980 is expressly excluded.

20.4 Brenntag's forbearance, including repeated forbearance, of breaches of contract by the Supplier shall not constitute a waiver of its contractual and statutory rights.

Date

Stamp and Signature of the Supplier for acceptance

Pursuant to Art. 1341 of the Italian Civil Code, the following clauses are expressly undersigned: 1.2 (limitations on the right to raise objections), 2 (unilateral variations, unilateral withdrawal), 3.4 (suspension of payments), 10 (limitations on the right to raise objections, indemnities), 14 (set-off), 19 (exclusive jurisdiction).

Stamp and Signature of the Supplier for acceptance
