

GENERAL TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

Unless expressly indicated otherwise, the following capitalized terms as used in these general conditions will have the following meaning:

- Agreement: The agreement between Brenntag and the Client relating to the provision of Deliverables.
- Brenntag Brenntag Nederland B.V., having its registered office in Dordrecht, the Netherlands, as well as any of its direct or indirect affiliates.
- Client: Any private individual or legal entity having entered, or wishing to enter into an Agreement with Brenntag.
- Conditions: These general conditions of sale.
- Confidential Information Any information and data, whether visual, oral, In Writing and/or electronic, directly, or indirectly provided by Brenntag to the Client or to the management and/or the employees of the Client, including but not limited to information relating to the business operations, Products, manufacturing methods, financial information, prices, market information, customers or suppliers and/or competition sensitive information.
- Deliverables: The supply of Products and/or the provision of Services.
- In Writing: by letter or email.
- Order: Any order issued by the Client to Brenntag In Writing (which includes electronically) regarding the provision of Deliverables.
- Party and Parties: Brenntag and the Client, either jointly or each individually.
- Products: Any products marketed by Brenntag and/or to be supplied by Brenntag to the Client.
- Services: The services to be provided by Brenntag to the Client based on the Agreement.
- VOTOB Conditions VOTOB ("*Vereniging van Nederlandse tankopslagbedrijven*") General Conditions for Tankstorage (2014 or any updated version thereof).
- Workdays All calendar days, with the exception of weekends and public holidays in the Netherlands.

2. GENERAL

- 2.1 These Conditions apply to all enquiries made by the Client, offers from Brenntag (including but not limited to quotations), assignments and agreements entered into and to be entered into by Brenntag, under which Brenntag will act as the seller or potential seller of the Deliverables, to the extent not expressly agreed otherwise between the Parties In Writing.
- 2.2 Brenntag's Code of Business Conduct and Ethics 2020, published on the website of Brenntag, shall apply to all offers from Brenntag (including but not limited to quotations), assignments and agreements entered into and to be entered into by

Brenntag, under which Brenntag will act as the seller or potential seller of Deliverables. The Client agrees to comply with the principles of Brenntag's Code of Conduct and Ethics 2020.

- 2.3 General terms and conditions of the Client are hereby expressly waived. By the mere entering into an Agreement, the Client waives any general conditions on its part, so that all Agreements will be governed exclusively by the present Conditions.
- 2.4 Any variations from these Conditions will be binding on Brenntag only if and to the extent confirmed by Brenntag In Writing and only in respect of the enquiries, offers and Agreements to which they apply. With respect to the other enquiries, offers, and Agreements, these Conditions will remain in full force and effect.
- 2.5 In the event of a conflict between the provisions of the Agreement and the Conditions, the provisions of the Agreement will prevail.

3. TANK STORAGE

- 3.1 In the event of any Services consisting of or related to tank storage, the VOTOB Conditions shall apply to all offers from Brenntag (including but not limited to quotations), assignments and agreements entered into and to be entered into by Brenntag, under which Brenntag will act as the seller or potential seller.
- 3.2 The VOTOB Conditions are filed at the offices of the District Courts in Amsterdam, Dordrecht and Rotterdam (the Netherlands) and can be consulted at www.votob.org. In the event of any inconsistencies in or with the VOTOB Conditions and these Conditions, these Conditions shall prevail.

4. FORMATION OF AN AGREEMENT

- 4.1 Any and all Orders, offers and quotations (including price quotations), made in any form whatsoever, will be subject to these Conditions and may be revoked by Brenntag at any time, even if the relevant Order, offer or quotation contains a term for acceptance.
- 4.2 Any quotations for the provision of Deliverables will be issued by Brenntag In Writing, on the basis of all the information related to the Deliverables to be sold/offered. The Client will be required to provide Brenntag with such information. The Client warrants the correctness of the information provided by it. If the Client provides information orally or by telephone, the Client will bear the risk of the information as confirmed by Brenntag In Writing (if any). Quotation documents may not be made accessible by the Client to third parties.
- 4.3 An Agreement between Brenntag and the Client will be formed as a result of Brenntag's confirmation In Writing of the Order or commencement of performance of the Order. To the extent that the Agreement is formed as a result of Brenntag's commencement of performance of the Order, Brenntag's invoice will also constitute confirmation of the Agreement.
- 4.4 Each order confirmation of Brenntag is made subject to complete and timely delivery by its upstream suppliers. Should non-availability or shortage occur, Brenntag will inform the Client without delay. In case Brenntag then cancels the Order and the Client has already made payment(s) for the respective Order, these amounts will then be refunded to the Client.
- 4.5 Brenntag's order confirmation will be deemed to be correct, unless the Client has promptly, but not later than two (2) Workdays, following dispatch of such confirmation objected In Writing, which objection has reached Brenntag.

- 4.6 Any subsequent additions arrangements or changes, as well as any oral arrangements and/or representations made by (employees on behalf of) Brenntag will be binding on Brenntag only if and to the extent confirmed In Writing by authorized representatives.
- 4.7 Information which Brenntag provides on the condition of the Deliverables, such as samples, specimens, analyses, drawings, indications of weight, quality and dimensions as well as standards, are intended as guidance and not specifically binding.
- 4.8 If the Client acts in the pursuit of a profession or business, articles 6:227b(1) and 6:227c of the Dutch Civil Code will not apply.

5. PRICE (CHANGES)

- 5.1 The Client will pay the prices in accordance with the provisions of the Agreement. Unless agreed otherwise In Writing, the prices (including rates) quoted by Brenntag are stated in euros, exclusive of VAT and any other government levies imposed or to be imposed.
- 5.2 Brenntag will be authorized to pass on to the Client any changes to (cost) price factors in respect of the Agreement and may always increase prices after thirty (30) days notification In Writing on a one-on-one basis, if its costs and/or wages – including but not limited to – (raw) materials costs, transport costs, labour costs, procurement costs, production costs new establishment of public charges such as import duties, taxes, tolls have increased with more than *ten* percent (10%) and/or if significant changes occur in the EUR/dollar rate or any other exchange rate applicable, pricing strategy, inflation, packaging or other government measures and laws or regulations or the consequences thereof. In line with the foregoing, the Client is aware that any and all prices quoted by Brenntag – even after confirmation of the Order – are issued subject to (cost) price changes, which Brenntag may at all times (unilaterally) pass on to the Client. As a result, the prices may fluctuate on a daily basis.
- 5.3 Instead of the price/cost increasement as described in paragraph 2 of this article, Brenntag will be unilaterally entitled to cancel any confirmed outstanding Orders/Agreements with immediate effect, without any judicial intervention being required, by giving notice In Writing to the Client and without any liability arising on its part to pay any form of damages to the Client.
- 5.4 If the prices quoted by Brenntag prove to be based on a manifest calculation error, clerical error or other manifest error, Brenntag will notify the Client as soon as it becomes aware of such error and be entitled still to charge the correct prices to the Client with retroactive effect.
- 5.5 For repeat orders, the prices of the previous transaction shall only apply if Brenntag has expressly confirmed such prices In Writing.

6. PAYMENT

- 6.1 The fee due by the Client to Brenntag in consideration of the performance(s) provided will be invoiced in accordance with the provisions of the Agreement. Unless agreed otherwise In Writing, Brenntag may, at its sole discretion, determine the frequency and timing of invoicing.
- 6.2 Unless agreed otherwise In Writing, payment of the invoices is to be made to a bank account to be designated by Brenntag, within thirty (30) calendar days of the date of

the invoice. Payment is to be made in euros in the Netherlands, without any deduction of discounts, bank costs or setoff, unless agreed otherwise In Writing.

- 6.3 Brenntag shall provide the Client with an invoice in electronic form (e-invoice). For this purpose, the Client shall provide Brenntag in good time with an email 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 Client has registered for the portal.
- 6.4 Payment terms are to be qualified as fatal deadlines as meant in article 6:83 paragraph a of the Dutch Civil Code. If the Client fails to fulfil its payment obligations under this Agreement or is late in doing so, Brenntag is entitled to suspend its obligations (either in whole or in part) under the Agreement without prejudice to any of other right or remedy.
- 6.5 Brenntag reserves the right, if it should be desirable for it for any reason whatsoever, to require advance payment, a bank guarantee or any other form of security from the Client before providing the performance(s) required of it and lending the necessary cooperation.
- 6.6 Payment will not be deemed to have taken place until the amount due is irrevocably credited to Brenntag's bank account.
- 6.7 In the event of late payment, the Client will be in default from expiry of the payment period, by operation of law, without any further notice of default being required, and will, from the time of commencement of the default, pay interest on the payable amount (inclusive of VAT) equal to the statutory interest for (commercial) agreements within the meaning of article 6:119 of the Dutch Civil Code, 6:119a of the Dutch Civil Code and 6:120 of the Dutch Civil Code, respectively.
- 6.8 If the Client fails to provide security within the term set by Brenntag, Brenntag will be entitled to suspend performance of all or part of its obligations under the Agreement(s) and any related agreements, without prejudice to its other rights ensuing from the Agreement, until the Client has fully performed its obligation to provide security. The foregoing suspension right will not affect the obligations of the Client and their payability. In lieu of exercising its suspension right, Brenntag may also opt to dissolve the Agreement(s) and any related agreements out of court by giving notice In Writing.
- 6.9 If the Order has been granted by more than one Client (whether or not belonging to the same group), all the Clients will be jointly and severally liable for performance of the payment and other obligations as set forth in the Agreement (including this article), irrespective of the name in which the invoice has been made out.
- 6.10 Payment of a sum of money made by the Client will first go to reduce the costs, then to reduce the interest accrued, and finally to reduce the payable invoices that have been outstanding the longest and the accruing interest.
- 6.11 Any complaints about invoices sent by Brenntag must be reported to Brenntag In Writing within eight (8) Workdays of the date of the invoice, failing which the invoice will be deemed to have been accepted, and the Client can no longer invoke incorrectness of the invoice.

7. DELIVERY

- 7.1 Delivery times stated will be indicative only. In no event will any delivery times state be deemed to be firm deadlines, unless it had expressly been agreed In Writing that it is a firm deadline by using the phrase "*this is a firm deadline*" or words of a similar

meaning, Brenntag will at all times be entitled to deliver the Deliverables to the Client before the delivery date stated.

- 7.2 The delivery period will commence as soon as consensus had been reached on all the details of the Agreement, all the necessary information is in Brenntag's possession, any agreed (instalment) payment has been received and the necessary conditions for performance of the Agreement have been satisfied.
- 7.3 Exceeding the delivery period will not lead to forfeiture by Brenntag of any penalty or compensation.
- 7.4 If the Client does not take delivery of the Deliverables at the time of delivery by Brenntag, the Client will be in default, without any notice of default being required, and – in case of the delivery of Products – Brenntag will be entitled to store the Products at the expense and risk of the Client. All costs ensuing from the foregoing circumstances, including but not limited to the costs of storage, will be payable by the Client and must, just as the aforesaid invoice, be paid by the Client before Brenntag can be required to deliver the relevant Products. The provisions of this paragraph will apply without prejudice to any other rights that Brenntag may have.
- 7.5 Unless otherwise stated in the order confirmation, delivery shall be Free Carrier (FCA) (Incoterms 2020) ex Brenntag's regional distribution warehouse or, in the case of direct shipments, CPT (Incoterms 2020).
- 7.6 The Products will be transported at the expense and risk of the Client, even if the carrier requires that any consignment notes, road waybills, and such like contain the provision that any transport damage be at the expense and risk of the sender. The foregoing entails that any and all transport and insurance costs will be payable by the Client. Unless agreed otherwise In Writing, the method of transport, shipment, packing, etc. will be determined by Brenntag.
- 7.7 Delivery of the Products shall always be subject to the condition that transport routes and means of transport are available to the usual extent. Delivery dates/periods are subject to timely and sufficient delivery by Brenntag's upstream supplier.
- 7.8 The Client must cooperate in the delivery of the Products and notify Brenntag In Writing of any difficult delivery conditions (e.g. poor access, long hose route) when placing an Order, but in any case in good time. If delivery by Brenntag has been agreed, the Client must ensure that unhindered delivery to the agreed place of delivery is possible. If, due to circumstances for which the Client or a third party commissioned by the Client is responsible, delivery of the Products 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 Client shall bear the resulting additional costs and damages.

8. UNLOADING

- 8.1 Unloading and storage of the Products is in any case the responsibility of the Client. The Client must unload immediately and properly.
- 8.2 In the case of deliveries in tank wagons, the Client shall be responsible for ensuring the fastest possible emptying and return to Brenntag or to the specified address. In the event of an extension of the standing time at the Client's premises for which the Client is responsible, the tank wagon rental and other additional costs incurred shall be borne by the Client.

9. CONTAINERS

- 9.1 With respect to Brenntag's deliveries Brenntag's packaging conditions shall apply.
- 9.2 The attached labels may not be removed. The packaging may not be exchanged or filled with other goods. The Client shall be liable for loss of value, mixing up, contamination and loss. The condition of the packaging as determined upon arrival at Brenntag's premises shall be the deciding factor. Use as a storage packaging or transfer to third parties is not permitted unless this has been agreed In Writing in advance.

10. WARRANTY WITH RESPECT TO PRODUCTS

- 10.1 Brenntag warrants that, at the time of delivery, the Products will conform in terms of agreed quantities and types and will satisfy the applicable product specifications as set forth in the Agreement, all with due observance of the following provisions.
- 10.2 The warranty referred to in this article means that - at Brenntag's sole discretion - any missing Products will still be delivered, defective Products (or parts thereof) will be replaced or repaired (to the extent that the Products and/or parts are still available), or are taken back and the relevant invoice will be credited and the costs relating to return shipment of the Products will be reimbursed. In no event will Brenntag be liable to perform any further obligation, including compensation of other costs, damages and/or interest.
- 10.3 Any documentation (including brochures), disclaimers, recommendations on use and condition of the Products delivered, other recommendations and guidance will be prepared and given, as the case may be, by Brenntag to the best of its knowledge and ability. Brenntag does not warrant that any information obtained from the foregoing will be correct and complete, and will not be liable to the Client in any way whatsoever in that respect.
- 10.4 Any other conditions and warranties in respect of the quality or fitness for the intended use of the Products, either separately or together with other materials, will apply only if agreed between the Parties In Writing.
- 10.5 Any and all claims to warranty will be forfeited if the Client adapts or processes, or has adapted or processed, or makes alterations to, the Products delivered without the prior consent In Writing of Brenntag, or uses, or causes the use of, the Products delivered in any way other than in accordance with the use instructions, or in an improper fashion.

11. COMPLAINTS

- 11.1 The Client will be required, promptly upon taking delivery of the Products, to check the quality, quantity and types of Products, the compliance with the agreed specifications, as well as the packaging of the Products, for any inaccuracies, shortcomings and/or damage, and to check whether the Products show any defects and/or damage.
- 11.2 Any complaints as to quantities, types and packaging of the Products must be promptly noted by the Client on the transport document or the delivery note, on pain of forfeiture of the right to complain in that respect. Any complaints as to visible defects in the Products and/or packaging must be filed In Writing as soon as possible, but in any event within eight (8) Workdays following receipt of the Products and in any case before resale, processing, mixing, consumption or installation, accurately stating the nature of and the ground for the complaints, as well as the invoice number

(or, in the absence thereof, the dispatch note or order confirmation), failing which the Client will be deemed to have accepted the Products.

- 11.3 Notwithstanding the foregoing, no claim shall be admitted in respect of any deficiency of quantity where the difference between the loaded and discharged quantity is 0.5% of the loaded quantity or less.
- 11.4 Use and/or resale of the Products will be deemed to constitute acceptance by the Client.
- 11.5 The Client will be required to report any hidden defects to Brenntag In Writing within eight (8) Workdays after they have been, or could reasonably have been, discovered, but in no event later than six (6) months following receipt of the Products.
- 11.6 In the event of a complaint, the Client will be required to keep the Products complained about at Brenntag's disposal for further investigation. Moreover, the Client will be required also otherwise to lend its cooperation in any investigation of the Products by Brenntag.
- 11.7 Return shipment of the Products will be permitted only within eight (8) Workdays of purchase and with the prior consent In Writing of Brenntag, on conditions subsequently to be determined by Brenntag, including in respect of the costs and method of return shipment. In the event of return shipment without Brenntag's consent, shipment as well as storage will be at the expense and risk of the Client.
- 11.8 The Client must ensure that the Products be returned to Brenntag in their original unmarked packaging - within eight (8) Workdays of approval thereof by Brenntag - by delivering, or causing the delivery of, same to the distribution centre designated by Brenntag.
- 11.9 Any complaints relating to the performance of the Services must be promptly noted by the Client, and must be filed In Writing as soon as possible, but in any event within eight (8) Workdays following receipt/performance of the Services, failing which the Client will be deemed to have accepted the Services.
- 11.10 Any complaint about a Deliverable does not entitle the Client to reject further Deliverables from the same or another Agreement.
- 11.11 Each complaint must be clearly outlined In Writing. In the event that the complaint is not clearly defined, then the claim cannot be considered and will lapse.
- 11.12 A complaint will not entitle the Client to suspend its payment or other obligations vis-à-vis Brenntag and/or to rely on setoff.

12. RETENTION OF TITLE WITH RESPECT TO PRODUCTS

- 12.1 To the extent that Brenntag delivers Products to the Client, Brenntag will retain title to all Products delivered until such time as all amounts due by the Client to Brenntag pursuant to the Agreement entered into between the Parties have been paid in full.
- 12.2 As long as the Client has not paid the outstanding claim or claims under the relevant Agreement, it will not be entitled to create any (non-possessory) right of pledge on the Products delivered by Brenntag, or to rent out such Products, or in any way or by any title whatsoever surrender control of such Products, except if Parties have agreed otherwise In Writing. In the event of attachment of the Products delivered by a third party, on any basis whatsoever, the Client must immediately notify Brenntag In Writing.

- 12.3 If the Client creates a new item (also) on the basis of Products delivered by Brenntag, the Client will create such item only for Brenntag and retain the newly created item for Brenntag until such time as the Client has paid all amounts due under the Agreement. In such event, Brenntag will retain title to the newly created item until such time as the Client has made payment in full.
- 12.4 The Client may, as long as it has not paid outstanding claims, use, sell or resell the Products within the context of its normal business operations, to the extent that that is customary, and it acts as a reseller.
- 12.5 The Client will at all times be required to store the Products to which Brenntag's retention of title relates separately and clearly marked as property of Brenntag.
- 12.6 If Brenntag wishes to exercise its property rights as referred to in this article, the Client hereby, in advance, grants its unconditional and irrevocable consent to Brenntag, or to the third party to be designated by Brenntag, to access all the locations where Brenntag's property may be stored and to repossess such Products.

13. RIGHT OF RETENTION

To the extent that, for purposes of performances to be provided, Brenntag holds any items, documents and/or moneys from the Client, Brenntag will have a right of retention in respect of such items, documents and/or moneys vis-à-vis any party that requires surrender thereof, for all claims that Brenntag may, now or in the future, have against the Client.

14. CLIENT'S OBLIGATIONS

- 14.1 The Client warrants to ensure correct and timely compliance with all laws and regulations applicable to it, including – but not limited to – safety and environmental protection regulations.
- 14.2 The Client warrants that it holds (and maintains) all required permits and licences.
- 14.3 The Client expressly warrants compliance with Regulation No. 1907/2006/EC of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH). If the Client fails to perform its obligations under the Regulation, it will indemnify and hold Brenntag harmless against any damage, costs, expenses or liability as a result of such failure.
- 14.4 The use of the Products is the sole responsibility of the Client/end customer. 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 Client. Brenntag will not check the accuracy or completeness of this information as this is the responsibility of the Client.

15. TERMINATION

- 15.1 Unless agreed otherwise In Writing, either Party will – if the Agreement represents a continuing performance relationship (*duurrelatie*) – at all times be authorized to terminate the Agreement (early) by giving notice In Writing to the other Party, with due observance of a notice period of three (3) months. After expiry of the notice period, the Parties will discontinue performance of the Agreement.
- 15.2 If the Client fails to perform the Agreement(s) entered into between the Parties by failing, or failing punctually, fully or properly, to perform one or more of its obligations under the Agreement(s), or under any other agreements resulting from same, the Client will be in default by operation of law. In such event, Brenntag will be entitled (i)

to suspend (further) performance of its obligations under the Agreement(s) and any related agreements until such time as the Client has performed its obligations in full and/or to repossess the items owned by it or (ii) to dissolve all or part of the Agreement(s), all without prejudice to its other rights. In the event of dissolution of the Agreement by Brenntag as a result of attributable failure on the part of the Client, the Client will be liable to compensate Brenntag for the damages suffered and to be suffered by it, including but not limited to damages as a result of lost profit and the investments made by Brenntag.

- 15.3 Brenntag may terminate the Agreement(s) and any related agreements with immediate effect by giving notice In Writing, without any liability arising on its part to pay damages to the Client, if:
- (a) a petition in bankruptcy or an application for a (provisional) moratorium on payment of debts has been filed in respect of the Client, the Client has been ordered bankrupt, or the Client has been granted a (provisional) moratorium on payment of its debt; or
 - (b) the Client's business is closed down, wound up, dissolved, discontinued or taken over, or in the event of a similar situation occurring in respect of the Client's business.
- 15.4 Brenntag will be entitled to terminate the Agreement(s) and any related agreements In Writing with due observance of a notice period of thirty (30) calendar days in the event of a change in control of the Client. A change in control of the Client is understood as the transfer of the majority of the shares in the issued capital of the Client or a change in the actual control of the Client. The Client will be required promptly to communicate any change in control In Writing, whereupon Brenntag will be entitled to terminate the Agreement(s) within a period of thirty (30) calendar days.
- 15.5 Upon termination of the Agreement(s) and any related agreements, for any reason whatsoever, all such claims as Brenntag may have against the Client under the relevant Agreement(s) will become promptly due and payable and subject to the statutory commercial interest (article 6:119a in conjunction with article 6:120 of the Dutch Civil Code) as from such time or the earlier due date. The Client will thereby also pay Brenntag the extrajudicial costs in accordance with article 6:96 paragraph 2(c) of the Dutch Civil Code in conjunction with article 6:96 paragraph 5 of the Dutch Civil Code. Furthermore, Brenntag may suspend, terminate or dissolve any and all other agreements with the Client. The Client will thereby also pay Brenntag all extrajudicial costs to be incurred by Brenntag, equal to at least fifteen percent (15%) of the outstanding claim (if any), all without prejudice to Brenntag's right to claim judicial costs. Furthermore, Brenntag may suspend or terminate any and all other agreements with the Client.
- 15.6 In the event of termination or expiry of an Agreement, the Client will lend its full cooperation in order to enable Brenntag promptly to repossess all items owned by it and will immediately return all originals and copies of Confidential Information made available to it by Brenntag for the purpose of performance of the Agreement.
- 15.7 Termination or dissolution of the Agreement(s) on any of the grounds as set forth in this article will only affect the Parties' future obligations to the extent ensuing from, or relating to, the Agreement(s) and any related agreements. The foregoing means that the legal basis for performances rendered by the Parties prior to termination of the Agreement(s) will not be affected, so that Brenntag will continue to be fully entitled to payment of invoices relating to all performances provided by it up to that point.

15.8 Any obligations which, by their nature, are intended to survive termination or dissolution of the Agreement(s) will continue to be in effect after termination or dissolution, irrespective of the ground for termination or dissolution. Such obligations include, without limitation, confidentiality, liability, applicable law, dispute resolution, and this article.

15.9 The provisions of this article are without prejudice to the rights and remedies to which Brenntag is entitled under the law.

16. LIABILITY

16.1 Brenntag will be liable to the Client only for damages suffered as a direct result of an attributable failure in the performance of the Agreement(s) and any related agreements. Such liability will at all times be limited as provided in this article.

16.2 Unless performance by Brenntag has been rendered permanently impossible, liability on the part of Brenntag on account of attributable failure in the performance of its obligations under the Agreement(s) will only arise if the Client promptly gives it notice In Writing of default, granting it a reasonable term for performance, and Brenntag continues attributable to fail, even after such term, to perform its obligations. The notice of default must give as complete and detailed a description as possible of the failure, in order to enable Brenntag to respond adequately.

16.3 If and to the extent that Brenntag is liable, on any basis whatsoever, such liability for the provision of:

- (a) Services will be limited to the invoice amount charged for the damaging Service or Services and - to the extent that the damaging Services have been provided for a consecutive period of two (2) months - for a period of two (2) months preceding the event causing the damage; or
- (b) Products will be limited to the invoice amount charged for the relevant Products,

In addition to the foregoing and to the extent that Brenntag is liable, then such liability shall in any case and under all circumstances (in sum) never exceed the total amount of (the monetary) value of the Order. A series of events, following (directly or indirectly) from the same cause, in any form whatsoever, shall be deemed to constitute a single event/claim for the purposes of applying this article.

16.4 If Brenntag has outsourced performance of all or part of the Agreement(s) and any related agreements to a third party, and the liability of the third party engaged by Brenntag for the performance of the work is limited to a further extent than as set forth in this article, Brenntag's liability to the Client will - in derogation of the other provisions of this article - be limited to that same extent.

16.5 Any liability for damage caused by Brenntag's non-managerial staff, indirect damage, consequential damage, non-material damage, business or environmental damage, including lost turnover and profits, losses sustained, lost market share, production standstill, investments made, acquired goodwill, reputational damage, or liability to third parties, will be expressly excluded.

16.6 Brenntag will not be liable for damage, of any nature whatsoever, caused by:

- (a) failure on the part of the Client to perform its obligations under the Agreement(s) and/or any related agreements and/or applicable laws and regulations. This means, without limitation, that Brenntag will in no event be liable for any damages suffered or to be suffered by the Client as a result of

the Client's provision of incorrect or incomplete information or other failure to perform the duty to provide information and notifications imposed on it as referred to in these Conditions;

- (b) any acts or omissions on the part of the Client or any third parties engaged by the Client;
- (c) loss of data in the provision of the obligations. The Client will be responsible for backing up its own data; and/or
- (d) the Client's requirement that certain work be continued, against Brenntag's express advice.

16.7 Any limitation of Brenntag's liability will not apply in the event of wilful misconduct or deliberate recklessness on the part of Brenntag.

16.8 Any claims for damages must be reported to Brenntag In Writing within two (2) weeks after the Client has discovered, or should reasonably have discovered, the damage, on pain of forfeiture of any right to claim damages.

17. FORCE MAJEURE

17.1 Force majeure will be understood to include - without limitation -: war, riots and similar situations, government measures/orders, strike, lock-out, pandemic or epidemic, obstructions by third parties, lightning, transport problems, extraordinary traffic and road conditions, technical complications unforeseen by the Parties, fire, explosion, natural disasters, lockouts, disruptions in the supply of energy and raw materials, shortage of resources, machine damage not due to improper maintenance, other serious disruptions within Brenntag's business that are not at Brenntag's risk, failure, or failure punctually or properly, by a third party (e.g. upstream suppliers) to provide any performance to Brenntag (which is relevant in connection with the performances to be provided by Brenntag) (such as non-delivery or late delivery by upstream suppliers or another failure on the part of suppliers properly to perform and/or defectiveness of third-party items, equipment, software or materials), power failure and/or downtime of the internet, any data network or telecommunications facilities and/or cyber-attacks.

17.2 During a situation of force majeure, Brenntag's delivery and other obligations will be suspended. In case of force majeure Brenntag is entitled to deliver with a corresponding delay, including a reasonable start-up time. In the event that the delivery periods are exceeded by more than four (4) weeks, at Brenntag's discretion, Brenntag is also entitled to withdraw from the Agreement and any related agreements immediately or later, in whole or in part by notification In Writing, without any liability arising on its part to pay damages. After the expiry of a situation of force majeure for a period of four (4) weeks, the Client can set Brenntag a reasonable period of grace with the indication that it will refuse delivery after the expiry of the period of grace. After unsuccessful expiry of the period, the Client is entitled to withdraw from the Agreement, in whole or in part by notification In Writing not later than fourteen (14) Workdays following expiry of the term.

17.3 If, in the cases of a situation of force majeure, the quantities of the Products available to Brenntag are not sufficient to satisfy all purchasers, Brenntag shall be entitled to make cutbacks in all delivery obligations; Brenntag shall be released from any delivery obligation above and beyond this, without any liability arising on its part to pay damages.

- 17.4 If, upon occurrence of the situation of force majeure, Brenntag has already performed part of its obligations, or is able to perform only part of its obligations, it will be entitled to invoice the part performed or to be performed separately, and the Client will be required to pay such invoice as if it related to a separate agreement.

18. CONFIDENTIALITY

- 18.1 All Confidential Information (including the intellectual property rights in such Confidential Information) will remain the property of Brenntag. Provision of the Confidential Information by Brenntag to the Client can in no way be deemed to constitute a transfer of rights or the grant of a license to use the Confidential Information.
- 18.2 The Client undertakes vis-à-vis Brenntag without the prior consent of Brenntag In Writing not directly or indirectly to disclose or make the Confidential Information available to any third parties, either orally or In Writing, and to observe strict secrecy in respect of the Confidential Information. Furthermore, the Client undertakes not to use the Confidential Information in any way that may damage the interests of Brenntag, or for any purpose other than the performance of its obligations under the Agreement entered into.
- 18.3 The Client will not make any copies, in any form whatsoever, of the Confidential Information. Furthermore, the Client undertakes, on the Brenntag's demand, as well as in the event of termination or expiry of the Agreement entered into, promptly to return to the latter: (i) all documents in its possession, as well as any copies made thereof, in any form whatsoever, on which the Confidential Information is recorded; (ii) all other (electronic) data carriers on which the Confidential Information is recorded; (iii) all notes for the preparation of which the Confidential Information has been used; (iv) all documents, memorandums, reports, etc., containing Confidential Information, either in processed form or otherwise, and/or for the preparation of which the Confidential Information has been used.

19. DATA PROTECTION

- 19.1 The Client will take appropriate technical and organizational measures to warrant that all personal data, within the meaning of the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679), received by the Client from Brenntag for purposes of performance of the Agreement, including but not limited to the address details of employees of Brenntag, will be processed in accordance with the applicable personal data protection laws.
- 19.2 With respect to personal data protection, either Party will strictly comply with the applicable laws and regulations, including but not limited to the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679), and enter into all such agreements as may be necessary in that respect.

20. INTELLECTUAL PROPERTY

- 20.1 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 Client under an Agreement, including but not limited to drawings, materials, molds and other

movable property, will be owned exclusively by Brenntag. The Client 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 Client.

- 20.2 To the extent that results of work performed by the Client for Brenntag (such as reports, drawings, designs) are subject to Intellectual Property Rights, the Client 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 Client's part in the context of performance of the Agreement between Brenntag and the Client 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 Client 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 Client will be owned by Brenntag. To the extent that, despite the foregoing, the said Intellectual Property Rights cannot be transferred to Brenntag, the Client 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 Client will lend the necessary cooperation.
- 20.3 Save in the events referred to in this article, the Client may not use Brenntag's Intellectual Property Rights, including its trade name, trademark and designs, without Brenntag's prior consent In Writing.
- 20.4 To the extent that the Client is to use patented materials of Brenntag in the performance of an Agreement, Brenntag hereby grants the Client the non-transferable right to use such patented materials for purposes of performance of the Agreement, which right is hereby accepted by the Client.
- 20.5 All knowhow made available by Brenntag to the Client in connection with the performance of an Agreement will be used by the Client for purposes of performance, and for the duration, of that Agreement only. The provisions with respect to Confidential Information will fully apply to any and all knowhow made available by Brenntag.

21. ASSIGNMENT AND SUBCONTRACTING

- 21.1 Brenntag will be entitled, for purposes of performance of all or part of its obligations under the Agreement, to engage third parties, and the Client hereby consents to such engagement in advance. In line with the foregoing, Brenntag will in any event perform, or cause the performance of, the Agreement using third parties to be engaged by it for the following services: transport service, configuration service, installation service, warehousing etc. Any reference in these Conditions to "Brenntag" will, therefore, be understood to include any third party engaged by Brenntag.
- 21.2 If, for purpose of shielding itself from liability for any act on the part of a third party engaged by it, Brenntag can derive any defence vis-à-vis the Client from the Agreement and any related agreements, such third party, if held liable by the Client

on account of such act, may also invoke such defence as if that third party itself were a party to the Agreement.

22. APPLICABLE LAW AND DISPUTE RESOLUTION

- 22.1 The enquiries, offers, Orders and Agreements, and the performance thereof, as well as these Conditions themselves, will be governed by the laws of the Netherlands, excluding the Convention on International Sales of Goods 1980.
- 22.2 Any disputes, including disputes that are considered as such by one of the Parties only, that may arise as a result of, or in connection with, the Agreement governed by these Conditions, or the Conditions themselves and their interpretation or implementation, whether of a factual or of a legal nature, will be decided by the District Court in Rotterdam, the Netherlands.

23. MISCELLANEOUS PROVISIONS

- 23.1 These Conditions are subject to amendment by Brenntag. Any such amendment will take effect on the effective date announced, save with respect to Agreements entered into prior to such date. Brenntag will send the amended Conditions to the Client in good time. If no effective date has been communicated, amendments will take effect vis-à-vis the Client as soon as it had been notified, or had taken cognizance, of such amendment, save with respect to Agreement entered into prior to such date.
- 23.2 The Client will not be authorized to set off any obligation, whether or not due and payable, on its part against any obligation of Brenntag vis-à-vis the Client.
- 23.3 Any legal claims that the Client may have against Brenntag pursuant to the Agreement and/or the law will expire after one (1) year has passed since commencement of the statutory prescription period.
- 23.4 Unless agreed otherwise In Writing, the Client cannot and may not assign to third parties or encumber any of its rights and/or obligations under any Agreement entered into with Brenntag. This provision will have effect under the law of obligations and under property law within the meaning of article 3:83 paragraph 2 of the Dutch Civil Code.
- 23.5 If any provision of these Conditions is void or voided, the other provision of these Conditions 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.