

General purchase terms and conditions of Brenntag Polska sp. z o.o.

Valid from October 1, 2025.

1. GENERAL PROVISIONS

1.1 These General Purchase Terms and Conditions of Brenntag Polska Sp. z o.o. or “General Conditions” apply to all purchases of goods (hereinafter “the Products”), enquiries from Brenntag, offers from suppliers (hereinafter “the Supplier” or “Suppliers”) and purchase agreements entered into by Brenntag, under which Brenntag will act as a buyer of Products (hereinafter “the Agreement”), to the extent not expressly agreed otherwise between the Parties.

1.2 By the mere entering into the Agreement, the Supplier waives any general conditions on its part, so that the Agreement will be governed exclusively by the General Conditions.

2. PRICES AND INVOICES

2.1 The prices agreed between the Supplier and Brenntag as indicated in the Agreement or the order will be fixed, exclusive of VAT and based on the applicable INCOTERMS 2020 formula unless expressly agreed otherwise in documentary form.

2.2 In any event, the prices may be changed only with Brenntag's prior consent in documentary form, regardless of whatever unforeseen or special circumstances may arise, including but not limited to the situation of price increases of raw materials.

3. PAYMENT AND INVOICES

3.1 Unless agreed otherwise in documentary form, payment shall take place within minimum thirty (30) days from the issue of the invoice, provided that Brenntag has received and approved the Products and – to the extent applicable – has received all accompanying documents, quality- and warranty certificates.

3.2 Unless agreed otherwise by Parties all invoices will be delivered electronically.

4. DELIVERY OF PRODUCTS

4.1 Delivery by the Supplier will take place at the agreed place and within the agreed term.

4.2 In the event of delivery of chemicals, the Supplier shall enclose a certificate of analysis for each individual batch of the delivery as part of the outgoing goods inspection or send it by e-mail to the address provided by Brenntag.

4.3 The Supplier shall pack, label and ship Products in accordance with the relevant national and international regulations.

4.4 Taking delivery of the Products by Brenntag will not constitute acknowledgment of their correct quality.

4.5 The risk of damage of the Products will not pass to Brenntag until Brenntag has taken delivery of the Products. In the event that Brenntag returns the Products if it is

discovered, on or after delivery, that all or part of the Products do not meet the requirements, the risk of the relevant Products will pass back to the Supplier upon despatch by Brenntag.

- 4.6 The Supplier shall provide Brenntag with full details 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 Supplier shall provide full details of the appropriate safety precautions to be taken in connection with the use and handling of the Products and shall mark all packaging and containers of dangerous, toxic or otherwise harmful Products in accordance with the applicable statutory rules to protect persons handling or coming into contact with those Products.
- 4.7 Unless agreed otherwise, deliveries shall be made in traceable batches. Partial deliveries are only permitted with the prior consent of Brenntag in documentary form.
- 4.8 If the Products have been modified or are temporarily unavailable, the Supplier will not deliver any other (alternative) Products unless expressly agreed otherwise in documentary form.
- 4.9 At Brenntag's request, the Supplier shall provide Brenntag without delay and free of charge with the necessary documents and declarations for the Products, in particular declarations of origin, REACH declarations, relevant certificates and classifications under export control regulations.
- 4.10 As soon as the Supplier knows or should know that delivery will not take place, or will be delayed, it will immediately notify Brenntag thereof, stating the circumstances giving rise to such non-performance. However, where, as a result of the Supplier's non-performance, the delivery of the Products has lost all or most of its relevance for Brenntag, it may not accept the delivery and claim compensation for the damage resulting from the non-performance.
- 4.11 In the event that the agreed delivery periods for the Products are exceeded by the Supplier, or an (anticipated) delay in delivery is not reported as described in this section, the Supplier will be liable for any and all damages to be suffered by Brenntag, including but not limited to third-party claims for damages.
- 4.12 In addition to other provisions of this section, in the event that the delivery period is exceeded due to Suppliers fault, Brenntag will be entitled to claim a penalty equal to 0.5% of the total net invoice value of the Products which were to be provided, for each day of delay.
- 4.13 Delivery prior to the agreed time may be refused by Brenntag.

5. TRANSPORT AND RISK

- 5.1 The method of transport, dispatch, etc., will, if no further instructions have been given by Brenntag, be determined by the Supplier acting with due observance of the applicable statutory rules.
- 5.2 Transport of Products will be entirely at the Supplier's risk. The Supplier is to take out adequate insurance against such risk.

6. TRANSFER OF TITLE

Title in respect of the Products delivered by Supplier shall pass to Brenntag upon taking over of such Products by Brenntag. The Supplier will indemnify Brenntag from and against any infringement by the Supplier or by third parties of Brenntag's property rights. Products that have been lost or damaged prior to their receipt are to be replaced or repaired by and at the expense of the Supplier. The right of Brenntag to claim damages against the Supplier (to the full extent) shall remain unaffected hereby.

7. WARRANTY, REACH AND INSPECTION

The Supplier warrants that at the time of delivery as well as during the warranty period the Products provided:

- i. are in compliance with the Agreement and the agreed specifications;
- ii. are in compliance with the applicable laws and regulations;
- iii. are fit for their intended purpose if declared by Brenntag, are of good quality and are free of defects;
- iv. do not infringe any third-party rights, including but not limited to rights of intellectual and industrial property.

7.1 Unless agreed otherwise by Parties in documentary form the warranty period for Products, will be at least calculated from time of delivery to the expiry date indicated on the applicable certificates or labels.

7.2 Brenntag will only conduct incoming goods inspections with respect to damages of the original packaging and the quantity of the delivered Products. For the avoidance of doubt, Brenntag shall not be obliged to inspect the quality of the Products.

7.3 If it is discovered, on or after delivery, that all or part of the Products do not meet the requirements set out in the 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) or in this section, the Supplier will, within a reasonable term determined by Brenntag remedy the defects by replacing the Products and/or arranging an additional delivery of the Products or will satisfy other claims of Brenntag for defects at Brenntag's option. All costs involved will be payable by the Supplier.

7.4 For Products or parts of Products replaced during the warranty period, the warranty period will take effect again as from the date of delivery of the replacement Product.

7.5 In the event of rejection of the Products during or after performance of the Agreement, the risks associated with the rejected Products will continue to be borne by the Supplier or will pass to the Supplier with effect from the date of the notice referred to.

7.6 If it is objectively possible, the Supplier shall inform Brenntag without delay, but at least six (6) months before any changes in the production processes, the production site and/or the ingredients used. At Brenntag's request, the Supplier shall provide Brenntag with all required information. In the event of any changes to the quality documentation of the Product, the amended documents will be sent to Brenntag in advance before delivery of the Product.

7.7 If the Supplier fails to perform its warranty obligations under this section, Brenntag will be entitled to make a replacement purchase of Products from a third party, all at the Supplier's risk and expense.

8. TERMINATION

If the Supplier breaches any of its material obligations under the Agreement, Brenntag will be entitled in writing or in electronic form to unilaterally withdraw from all or part of the Agreement with immediate effect in the event that a previous notice to immediately remedy a breach remains ineffective. In such event Brenntag may also suspend its payment obligations against the Supplier and/or assign performance of all or part of the Agreement to third parties, without prejudice to any of Brenntag's other rights, including Brenntag's right to claim full damages.

9. LIABILITY

9.1 The Supplier will hold Brenntag harmless against any claims on the part of Brenntag relating to the Products. Claims will in any event be taken to include, but not to be limited to: claims for compensation for damage and costs of failure and/or wrongful act on the part of the Supplier, its staff or any other persons engaged by the Supplier in the performance of the Agreement, claims based on the fact that the Products are not in compliance with the applicable laws and regulations, and claims as a result of, or in connection with, defects in, the Products or when they do not have the properties declared by the Supplier.

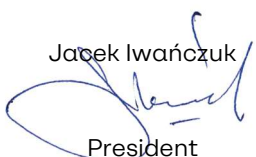
9.2 The Supplier will be liable for compensation for all damages, losses and costs, etc., that Brenntag may incur, including but not limited to costs of legal assistance and all other legal charges.


10. APPLICABLE LAW AND DISPUTE RESOLUTION

Polish law applies to the purchases of Products by Brenntag on the basis of this General Conditions. The UE Convention on Contracts for the International Sales of Goods 1980 is hereby excluded. Any disputes arising in connection with performance of the above shall be resolved by the court competent for Brenntag's registered office.

11. MISCELLANEOUS PROVISIONS

These Conditions are subject to amendment by Brenntag.


Jacek Iwańczuk
President


Andrzej Wojtaś
Board Member

Kędzierzyn-Koźle, September 16, 2025