

General Business Terms and Conditions

1 General provisions

(1) The following general business terms and conditions (hereinafter "**GBTC**") regulate mutual rights and obligations of the contractual parties in relation to purchase and sale of goods between the seller - BRENNTAG SLOVAKIA s.r.o., with its registered office at Pezinok, Glejovka 15, ID No.: 31336884, VAT No.: 2020293561, registered in the Commercial Register kept by the Municipal Court Bratislava III, Section Sro, Insert No.: 3873/B (hereinafter referred to as the "Seller") and a Purchaser. GBTC are inseparable part of any framework purchase agreement and each individual purchase agreement concluded on the basis of Purchaser's order confirmed by the Seller (hereinafter "**Purchase Agreement**"). The Purchaser was acknowledged with the content of GBTC before concluding Agreement upon an individual offer of the Seller which inseparable part was also GBTC. As of the moment of entering into the Purchase Agreement, the Purchaser is bound by these GBTC and confirms that they were fully acknowledged with the terms and conditions, fully understand them, take them into account and do not have any objections i. e. they unconditionally accept them and confirm this by their signature on their order/ Purchase Agreement. GBTC are available either on the internet site of Seller <www.brenntag.com> or at all branches of Seller. Any changes of GBTC shall only be valid and effective if the Seller accepts and confirms them in writing.

2 Order and concluding contract

(1) The sale of the goods to the Purchaser shall be made on the basis of the Purchaser's written order (hereinafter referred to as the "Order"). The Order draft must be made in writing and delivered to the Seller (by email, fax, post or in person) and, if accepted by the Seller, subsequently confirmed in writing by the Seller. By submitting a binding Order to the Seller, the Purchaser unconditionally accepts the Seller's GBTC.

(2) In the event of the order of Seller is delivered in an electronic form, the Seller, in case of its acceptance, is obliged to confirm this Order in an electronic form in the form of email to the email address of a contact person from the order form.

(3) Seller is obliged to:

- a) deliver the confirmation of Order draft to Purchaser or
- b) deliver objections to the draft of order to Purchaser.

(4) Confirmation of Order draft including amendments, limitations, or other changes is rejection of the order draft and it is regarded to be a Seller's counteroffer. In this case, Purchase agreement is concluded only if Purchaser confirms this change of Order to Seller in a written form in the time period of 3 working days.

(5) Written Order of Purchaser confirmed by Seller is binding and becomes Purchase Agreement which is regulated by the conditions, provisions and arrangements stated in these GBTC, in case a specific Purchase Agreement does not regulate rights and obligations of the contractual parties differently. In this case, different provisions of a specific Purchase Agreement prevail the provisions of GBTC.

(6) An Order draft is regarded to be an order containing following data:

- a) identification of Seller (name, registered seat, Identification Number, Tax Identification Number, VAT ID, Bank account, including the location of the monetary institution, account number, bank code, signature of the authorised person);
- b) identification of Purchaser (name, registered seat, Identification Number, VAT ID, bank details, including the registered office of the financial institution, account number, bank code);
- c) exact technical specification of ordered goods, i. e. name, type, amount, version, quality, parameters;

- d) requested date of delivery of goods;
 - e) date, place and delivery method (reference to commercial terms INCOTERMS 2020);
 - f) method of payment;
 - g) price for a unit;
 - h) Purchaser's consent to these GBTC,
- (7) When the Order becomes binding in accordance with Paragraph 5 of this Article, Seller is obliged to deliver the goods to Purchaser dully and on time, and Seller is obliged to accept the goods and pay the purchase price.
- (8) Internationally used terms used in Purchase Agreement are interpreted in accordance with international commercial terms INCOTERMS in the version in force at the time of the day of Agreement concluding if in these GBTC is not agreed otherwise.

3 Delivery of goods

(1) Seller, alone or through the third party, is eligible to deliver the goods to Seller earlier than it was agreed in Purchase Agreement; this is possible as well by gradual partial fulfilment. In case Purchase Agreement states that delivery of goods before the agreed date and/or by gradual partial fulfilment is inadmissible, this is not possible.

(i) The goods shall be delivered to Purchaser together with delivery note which shall include the following data: (ii) Purchase Agreement number (Order); (iii) the name and registered office/place of business of the seller and the Purchaser; (iv) name of goods together with amount of goods; (v) place of delivery; date of delivery; (vi) date of receiving the goods by Purchaser; (vii) signatures of responsible persons of both contractual parties; (viii) eventually information on delivered returnable packing.

(2) In case delivery note is not signed by both contractual parties, or Purchaser rejects to sign without any relevant reason, this is not a case for not complying with dully delivery of goods if the Seller complied with their obligations arising from Purchase Agreement relating to delivery of goods.

(3) Admissible variation of the amount of delivered goods is \pm 5% to the amount of goods stated in order confirmation.

(4) The moment when the delivery of goods document is signed by Purchaser, the Purchaser shall gain the right of ownership to the goods with exceptions arising from Paragraphs 12 and 13 of this Article of GBTC.

(5) If the goods were delivered to Purchaser in a tank wagon, Purchaser is obliged in the time period of 24 hours from the confirmation of goods delivery document, to empty the tank wagon and hand to the person/party which using this tank wagon transferred the goods to Purchaser. If the goods were delivered using freight vehicle, road-tank, or using container used for international transfer of goods, Purchaser is obliged to accept the goods and unload the goods within 3 hours from the time of delivery of goods to the place of delivery stated by Purchaser as unloading place. When this obligation is not fulfilled, Purchaser is responsible for any damage to Seller.

(6) If Purchaser is obliged to pay the Price of goods in advance (advance payment for Price of goods) or fulfil any other duty while fulfilling the obligation of Seller to deliver the goods and if this is not fulfilled in alternative time agreed in accordance with Article 11, Paragraph 2 of GBTC, this failure to fulfil their obligation is regarded to be a flagrant violation of Purchase Agreement i. e. Seller is eligible to withdraw from Purchase Agreement. If Seller does not use their right to withdraw from agreement, the delivery time agreed by contractual parties is extended to 5 more working days and this period shall start when Purchaser announces to Seller fulfilment of their obligations which they were in delay.

(7) If according to Purchase Agreement Seller is obliged to deliver the goods to Purchaser to the place designed by

Purchaser, Seller shall fulfil this obligation to deliver the goods by transferring these goods to the first public transferor to deliver the goods to Purchaser. If the Seller is delayed in the delivery of the goods due to the delay of its contractual transferor, chosen with professional diligence, and if this transferor is obligated under the contracts concluded with the Seller to the proper and timely delivery of the goods concerned, the Purchaser agrees to extend the delivery period by the period of the delay of the transferor.

(8) If according to Purchase Agreement Purchaser provides delivery of goods by themselves, Seller fulfils their obligation to deliver the goods by handing the goods to Purchaser in the storage place of Seller or by other way the Seller enables Purchase to manipulate with these goods. Purchaser is obliged to accept the goods from Seller not later than 5 working days from the day of Purchaser's notice on the goods to be ready for delivery. The person who shall accept the goods for Purchaser is obliged to submit authorization from Purchaser. Without submitting this authorization Seller is not obliged to deliver the goods to this person.

(9) In case Seller is in delay with accepting the goods, Purchaser is obliged to store the goods on the expense of Purchaser. For this case Purchaser is obliged to pay to Seller storage charge for a day in the amount of 0, 1% from Price of goods of stored items. If the goods are stored in the storage place of a third party, Seller is eligible to charge Purchaser the storage charge charged by this third party. The right of Seller for indemnity arising from such cancelled delivery is to remain in effect.

(10) If Purchase Agreement and/or delivery of goods document does not contain information on packing, the packing is regarded not to be returnable. The price for this packing is included in Price of goods and by their acceptance by Purchaser and Purchaser shall gain the right of ownership to packing.

(11) Returnable packing are mostly:

- a) Plastic and metal barrels,
- b) Plastic small barrels and canisters,
- c) Plastic and metal containers,
- d) Euro palettes, Plastic palettes

Purchaser is obliged to return these returnable packing to Seller on their own expense and under the conditions stated in Paragraphs 13 to 17 of this Article of GBTC and in the same amount and quality as Purchaser accepted them.

(12) Purchaser is obliged to return the returnable packing in the time period of 60 days from their delivery.

(13) Seller charges advance payment to Purchaser for all returnable packing and palettes according to the following price list (EUR, VAT excluded):

- | | |
|---|-------------|
| a) Returnable packing to 40 ltr | 10 €/piece |
| b) PE small barrels 50 - 60 ltr | 20 €/piece |
| c) Returnable barrels cca.200 ltr(sheet-metal, plastic) | 60€/piece |
| d) Returnable containers (all types) | 300 €/piece |
| e) Returnable EURO palettes | 20 €/piece |
| f) Returnable plastic palettes | 40 €/piece |

(14) When the returnable packing (except the container which return is regulated by Paragraph 15) is returned, this advance payment is after deducting amortization credited to Purchaser according to the following procedure:

- a) when packing is returned within 60 days from the date of delivery including, advance payment shall be credited in the amount of 100%,
- b) from 61 to 120 days from the date of delivery including, advance payment shall be credited in the amount of 80% (amortization 20%),
- c) from 121 to 180 days from the date of delivery including, advance payment shall be credited in the amount of 50% (amortization 50%),
- d) after 180 days, the returnable packing is removed from the registration and becomes the property of Purchaser.

(15) In case Seller does not ask the advance payment for packing, they can be borrowed by Purchaser for the period maximum of 8 months, for the first period of 60 days for free. After this period without payment Seller shall charge the amortization to Purchaser for each started month in the amount of 50 €/month/piece. After 8 months from the delivery of container and after paying the amortization, the container is removed from the registration of Seller and becomes the property of Purchaser.

(16) Responsibility for timely return of packing/palettes to storage places of Seller is always on the side of Purchaser. Seller may arrange to take empty packing from Purchaser only on the basis of written request. In case the delivery of goods is realized in this time period, taking the empty packing is free of charge. If taking of packing/palettes is out of delivery time of goods, Purchaser is charged transfer expenses in the amount of 35 €.

(17) In case of unjustified activity when Purchaser does not accepts/takes the goods in the period of 10 days from the day when the goods should be delivered, Purchaser is obliged to pay contractual penalty to Seller in the amount of 30% from Price of goods for these unaccepted goods. Seller is eligible to sell these unaccepted goods to the third party or to destroy them while the provisions of Article 462 to 470 of Commercial Code are not applied in this case. Validity of provisions of Paragraph 3 Article 7 and Paragraph 4 Article 10 of GBTC is not influenced by this Paragraph.

4 Price of goods, invoicing, payment for goods

(1) If Purchase Agreement does not regulate otherwise, Price of goods is without VAT which is charged separately in accordance with the applicable laws.

(2) Purchaser is obliged to pay Price of goods with VAT, price of packing, transport expenses for goods delivered to Purchaser, toll, packing charges, handling charge or price of other fulfillment which is provided by Seller in compliance with relevant provisions of GBTC (especially Paragraph 3) and according to terms and conditions stated in this Article of GBTC. In case the contractual parties expressly arranged and put into Purchase Agreement, Price of goods may include these expenses and costs.

(3) Purchaser shall charge handling charge for all liquid deliveries in returnable packing (checking, filling, labelling, liquidation) as follows:

- a) returnable packing to 100 ltr 2 €/piece
- b) returnable barrels of cca.200ltr (sheet-metal, plastic) 4€/piece
- c) returnable containers (all types) 5 €/piece

For all deliveries of solid chemicals in incomplete pallets (< 1 ton), the seller charges a handling fee of €5 per pallet.

(4) In specific cases Seller shall provide transport of goods to the place of delivery stated by Purchaser. In case of Purchase Agreement in total amount higher than 400 € (without DPH, charged returnable packing and handling charge) for one delivery place, Purchaser may provide transport of goods free of charge. In case of Purchase Agreement in total amount lower than 400 € (without VAT, charged returnable packing and handling charge), Purchaser may provide transport of goods using their own system of regular transport of goods for transport charge in the amount of minimum 50 € plus VAT.

(5) In case transportation to the place of destination is arranged, the toll fee will be invoiced separately according to the current rate set by the Act on Toll Collection (§ 4 of Act No. 474/2013 Coll.), i.e. it is not included in the price offer under DDP and DAP terms.

(6) In case of express delivery within 48 hours, the transport charge is charged according to tariffs of shipping/transport companies.

(7) If agreed otherwise, Seller is eligible to ask for advance payment before the delivery of the goods to Purchaser. It may be in the amount of agreed Price of goods including VAT. Seller is obliged to credit the amount of paid advance payment in invoice.

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(8) Seller shall gain the right to invoice Price of goods and/or price of other fulfilment provided by Seller on the day of delivery of goods or providing of other fulfilment, as well in case of gradual partial fulfilment according to Paragraph 3 Article 1 of GBTC unless the payment for goods was agreed to be paid in advanced.

(9) If Purchaser is obliged in accordance with Paragraph 7 of this Article, to pay advance payment for the goods to Seller before the delivery of goods and this sum of money is not paid duly and on time, Seller shall have right to:

- a) reject to deliver the goods by the time Purchaser pays the advance payment or
- b) withdraw from Purchase Agreement in accordance with Paragraph 3 Article 7 of these GBTC.

(10) The basis for paying Price of goods and/or price for other fulfilment provided by Seller is invoice issued by Seller. The invoice shall be sent to Purchaser to the address stated by them in Order, or to the address of their registered seat/place of business. The invoice must contain the data in accordance with Act No. 222/2004 Coll.

(11) If delivery of goods in agreed delivery period fails because of the obstacles on the side of Purchaser, Purchaser is obliged to pay to Seller all the costs arising from repeated delivery of goods to Purchaser.

(12) In case there is in the period between concluding sales agreement and delivery of goods a considerable price rise of material, transport costs, or other relevant changes of conditions which are crucial for the pricing, Seller is obliged to change Price of goods adequately, however Seller is obliged to announce this fact to Purchaser without any delay. If Purchaser does not agree with this raised Price of goods, they are eligible to withdraw from Purchase Agreement without any delay. If Purchaser does not use this right, we believe that the contractual parties agreed on change of Price of goods.

(13) If the contractual parties do not agree otherwise, the due date for paying Price of goods and/or price for other fulfilment provided by Seller is 14 days from the date of issue of the invoice which shall contain this Price of goods and/or price for other fulfilment provided by Seller.

(14) Purchaser is eligible in the period of 10 days from the date of delivery of goods to return the issued invoice to Seller if it does not contain specific data. Purchaser does so in a written form and announces the reasons for returning the invoice. Seller is obliged to examine these faults and in case of their rightfulness to correct the mistakes. In case of rightful return of the invoice, the due date is set from the date of delivery of corrected invoice. or it has other faults, and reasons for returning the invoice back. If Purchaser does not use their right to return the invoice to Seller in the period of 10 days from its delivery, we believe that the invoice is in accordance with the content of concluded Purchase Agreement.

(15) In case of delay of payment of Price of goods and/or price for other fulfilment provided by Seller, Purchaser is obliged to pay contractual penalty to Seller in the amount of 0,1% from the amount outstanding for every started day of delay. Seller is eligible to withdraw from Purchase Agreement by unilateral written statement. The right of Seller for indemnification based on cancelled contractual cooperation is to remain in effect.

(16) If any of the contractual parties fulfils any financial obligation according to Purchase Agreement to the other contractual party through a provider of financial services (bank), the amount is considered to be paid on the date of receipt of payment of the other contractual party.

(17) In case Price of goods is paid after the delivery of goods, Seller is eligible to ask for securing paying Price of goods from the side of Purchaser by following means: (i) in the form of providing irrevocable bank guarantee or irrevocable letter of credit; (ii) providing their own bill of exchange in behalf of Seller; (iii) drawing up a notarial record as an executor right; (iv) accepting liability; (v) transferring of a debt; (vi) acknowledgement of an obligation; (vii)

collateral promise; (viii) providing other liability. Seller is eligible to ask the abovementioned liability means according to their own consideration individually or cumulatively, even if Price of goods in compliance with Purchase Agreement shall be paid within 14 days from the date of issue of the invoice for these goods.

(18) Purchaser is not eligible without any reason to keep the goods of Seller which shall be returned to Seller as well as any payments, or to charge unilaterally their own receivables towards Seller. In case of any controversial right of Purchaser, this shall be governed individually the way it shall not in any way influence the obligation of Purchaser to pay Price of goods to Seller to agreed due date.

5 Defects of goods. Claiming procedure

(1) Seller is obliged to deliver the goods in the amount, quality and version which is agreed in Purchase Agreement. The Purchaser is obliged to accept the goods and to check their quality, condition, and quantity. If the Purchaser does not properly inspect the condition, quality and quantity of the goods on receipt, the goods shall be deemed to have been duly delivered in the quality and condition in which the Purchaser received them, i.e. as they stand and lie. If it is found that the goods delivered do not comply with the agreed contractual terms or the quality guarantee given, the goods are defective.

(2) Defects of goods which are ascertainable at the delivery, Purchaser is obliged to announce Seller with this fact in a written form in the period of 24 hours from the date of delivery of goods. Defects of goods which are ascertainable by analytical inspection of the goods, Purchaser is obliged to acknowledge Seller with this fact in a written form in the period of 30 days from the date of delivery of goods. The Purchaser must notify the Seller immediately of any defects in the goods that may be a cause of damage. All the claims from the defects and from hidden defects expire if they are not claimed by Purchaser in a written form in the period of warranty period. If the warranty period was not provided by Seller, the period for claiming is 6 months from the date of delivery of goods.

(3) Announcement of defects of goods (hereinafter Claim) must be proved by Purchaser in an appropriate way (e.g. claim protocol, official weighing respectively control certificate, relevant photo-documentation, sample of defected goods taken at the presence of representative of Seller or other authorized facility which is agreed by both contractual parties).

(4) If the contractual parties do not agree otherwise, Purchaser is obliged to store claimed goods separately, in a standard way, in packing provided by Seller together with claimed goods. These goods must not be manipulated the way which could impede the checking of claimed defects. The Claim shall not postpone the due date of the invoice for the goods being claimed.

(5) Seller is obliged to examine duly claimed defects of goods and then acknowledge their statement to Purchaser in a written form in the period of 30 days from the date of delivery of written claim to Seller.

(6) In case of not achieving agreement with regard to claimed defects, these are sent for inspection to an authorized facility which is agreed by both contractual parties, and its statement is for the contractual parties binding, and this statement may be examined by a relevant court.

(7) In case of a rightful claim Seller shall remove these defects in an appropriate period of time, especially by delivery of missing goods, delivery of alternative goods for the goods which was defected or by providing appropriate discount from Price of goods, and Seller is eligible to choose the way for removing the defects of goods. The return of claimed goods before finishing of claiming procedure is possible only after the approval of Seller.

(8) The costs/expenses arisen in connection to the claim are paid by Seller in case of rightful claim. When the claim is not rightful, they are paid by Purchaser. That contractual party is

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obliged to pay these expenses to the other party on the basis of invoice which shall contain the expenses charged accordingly the provision of Paragraph 4 of GBTC.

(9) If Purchaser does not comply with any condition of Claiming procedure arising from GBTC or from valid applicable laws, Seller is not obliged to admit the claim to be rightful.

(10) If there is a case that during Claiming procedure is proved that the defect was not under the warranty, Purchaser is obliged to pay all the expenses paid by Seller for examination and removing of defects.

(11) Seller is not responsible for defects of goods and shall not provide any warranty in terms and conditions of GBTC if the goods were damaged: (i) by not complying with recommendation for its transport, storing and checking; (ii) by using them in conflict with technical documentation and specification; (iii) by non-standard, unqualified or inappropriate storing, using, or checking of goods; (iv) if the goods were inappropriately processed or exchanged; (v) for reasons associated with inappropriate manipulation; (vi) or from any other reason other than standard usage of the goods.

6 Liability for damage

(1) Liability for damage is transferred to Purchaser in the time when they accept from Seller, or if they do not do so on time and duly, in the time when Seller enables him to manipulate with the goods and Purchaser shall not accept ordered goods.

(2) Seller is liable to Purchaser for the damage which was caused by infringement of their obligations or their negligence in accordance with Purchase Agreement, these GBTC, or relevant law. Liability for damage is relieved if Seller proves that infringement of obligations or negligence was caused by circumstances which exclude liability (circumstances on the side of Seller or their supplier). Seller is liable for damage as well which satisfaction could Purchase reach by drawing claims from defects.

(3) Purchaser is liable to Seller for damage, which was caused by them alone, their employees, or by the third parties, by infringement of their obligations or by their negligence in accordance with Purchase Agreement, these GBTC and relevant laws. Liability for damage is relieved if Purchaser proves that infringement of obligations or negligence was caused by circumstances which exclude liability.

(4) A circumstance which excludes liability shall be deemed to be an obstacle which arose independently of the will of the obliged party and which prevents the obliged party from performing its obligation, if it cannot reasonably be assumed that the obliged party would have averted or overcome the obstacle or its consequences and, moreover, that the obliged party would have foreseen the obstacle at the time when the obligation arose.

(5) The circumstance which excludes liability is especially closure of transportation, road works, road barriers, fire, flood and other natural disasters, strike, closure of plant, expropriation of operation, accidental damage of producing and operating buildings, as well as interruption or serious delay of material and energy supplies which was not caused by the contractual party.

(6) Claim of Purchaser for indemnification is limited to maximum amount of money which is equal to the amount of Price of goods of Order from a specific Purchase Agreement in relation to which this damage arose.

7 Declarations

(1) The Purchaser hereby declares that they are the holder of the issued, valid relevant permits (e.g., a permit for a trader in excise mineral oils, based on the issued valid delivery voucher for the user enterprise, etc.) in accordance with the provisions of Act no. 98/2004 Coll. on excise duties on mineral oils, as amended (hereinafter referred to as 'Act no. 98/2004 Coll. '), which authorize the Purchaser, in accordance with the provisions of Act no. 98/2004 Coll., to trade in or receive and use mineral oil for exempt

purposes. In this context, the Purchaser has an immediate notification obligation towards the seller and is required to immediately inform the seller in the event of any change or termination of permits issued by the tax administrator in accordance with the relevant provisions of Act no. 98/2004 Coll. If the Purchaser fails to meet this notification obligation, they will bear full responsibility for any damage that may occur to the seller due to the failure to fulfil this notification obligation by the Purchaser towards the seller.

(2) Mineral oils defined under Act no. 98/2004 Coll., which are the subject of delivery, are not intended for use as a fuel or motor fuel."

8 Confidentiality of information

(1) Purchaser is unconditionally obliged to respect the confidentiality of all information which are available to them in connection with the goods deliveries from Seller and which are considered to be trade secret regarding the circumstances, and which shall be kept as confidential except the information which are known from public sources, to any other third party and in the event of cancellation of this agreement.

(2) Any contractual party shall not pass such confidential information to any other person as their special advisors and other authorized people. The contractual party shall immediately acknowledge the other contractual party in case of confidentiality infringement of information by another person.

9 Force majeure

(1) In case there is any circumstance after concluding Agreement which shall exclude liability in accordance with Article 6, Paragraph 4 and 5, Seller is eligible to extend the delivery period with the period equivalent to the duration of this circumstance or to withdraw from Purchase Agreement. If the consequence of these circumstances is inability to fulfill their obligations, Seller is freed from fulfilling their obligations in extensor. Seller is obliged to acknowledge Purchaser with the appearance and continuation of circumstance of force majeure within the period of 10 days.

10 Protection and Keeping the data

(1) By entering into the Purchase Contract, the Purchaser expressly consents to the processing of his/her personal data in accordance with the provisions of the Act No. 18/2018 Coll. on the Protection of Personal Data, as amended (hereinafter referred to as the "Act"), for the purposes of the Seller. The Seller shall act in accordance with the Act and the information provided by the Purchaser shall be used only for the purposes of performing the Purchase Agreement. This consent is given for an indefinite period.

(2) The Seller undertakes not to disclose any personal data of the Purchaser or any other information about the Purchaser to any third party and to handle and process the Purchaser's personal data in accordance with applicable legal regulations.

11 Termination of Purchase Agreement

(1) Sale and Purchase Agreement concluded for a definite period of time terminates by finishing the contractual period. The agreement concluded for a definite period of time can be finished by the contractual parties anytime pursuant to mutual agreement or by a notice period of 30 days even without giving the reason. Notice period shall begin from the date when a written notice is delivered to the other contractual party.

(2) Seller is eligible to withdraw unilaterally from Purchase Agreement in case of (i) Purchaser is in delay with the payment of Price of goods of more than 10 days from the due date of Price of goods; (ii) Purchaser shall not accept the goods in the period of time of 5 days from the day when the goods should be delivered (iii) in the event that the Purchaser is more than 8 days late in

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fulfilling any of their obligations towards the Seller. Purchaser is obliged to withdraw from Purchase Agreement unilaterally if Seller does not deliver ordered goods duly and on time even in an alternative period of time.

(3) The Seller is entitled to unilaterally offset their receivables against the Purchaser with any receivables the Purchaser has against the seller, including those that are not yet due. In other cases, offsetting is not possible unless the contracting parties agree otherwise in a specific case

(4) The contractual parties are eligible to withdraw from Purchase Agreement in case of (i) filing for bankruptcy against the other contractual party or to its property was filed for bankruptcy, or a proposal to file for bankruptcy was rejected because of shortage of property, (ii) relevant court has decided on dissolving the company of the other contractual party, (iii) the decision to go into liquidation of the other contractual party became valid, (iv) the other contractual party gross infringe their obligation arising from this Agreement. The effect of withdrawal from Purchase Agreement shall become valid on the day of delivery of a written notice of withdrawal to the other contractual party.

(5) By withdrawal from Purchase Agreement all the rights and obligations arising from this Agreement terminate except the claim for damages caused by infringement of Purchase Agreement, the right for contractual penalty, the choice of law and other rights and obligations agreed in case of termination of Purchase Agreement.

12 Final Provisions

(1) All the notices and statements in accordance with this Agreement must be delivered to the other contractual party in one of the following ways: personally, by postal service (hereinafter Post office) or by courier service to the address in the head of the Agreement or given to the other party, or by email electronically. In case of any doubts, the document has been delivered by post office or courier service within 3 days from the date of sending it, by fax the moment of printing the receipt of clean fax transfer, and by email the moment when the sender of the email receives the confirmation of reading of this email by its addressee.

(2) Delay in the length of 5 days is not regarded to be infringement of Purchase Agreement and it is an alternative period of time for fulfilling of obligations if not agreed otherwise.

(3) The Seller shall be entitled to unilaterally set off its claims against the Purchaser against any of the Purchaser's claims against the Seller, even if they are outstanding. In other cases, set-off is not possible, unless the parties agree otherwise in a particular case.

(4) Rights, obligations and legal relations which arose from concluding of Purchase Agreement, Purchase Agreement itself and/or these GBTC, which are its inseparable part, and are not regulated by the Agreement or GBTC, are governed by relevant provisions of the Commercial Code and other legal regulations and laws.

(5) Seller and Purchaser agree to solve any possible controversies or conflicts out of court by their mutual agreement. In case there is no chance to reach agreement, on all the conflicts of the contractual parties shall decide a relevant Slovak court.

(6) In the event of one provision of GBTC becomes ineffective, the other provisions are to remain in effect. The contractual parties agree that instead of ineffective provision they mutually agree the other valid provision which would be similar from the economic point of view to the previous ineffective one.

(7) The Purchaser declares that, in accordance with Section 401 of the Commercial Code, the limitation period for all rights arising in favor of the Seller against the Purchaser under these GBTC is extended to ten (10) years from the commencement of the limitation period. This declaration also applies to rights arising from the withdrawal from the contract.

(8) Seller has the exclusive right to change and amend these GBTC and each change or amendment must be made in written form. A new version of GBTC shall be published on the internet site of <www.brenntag.com>. Purchaser has the possibility to check these provisions any time.

(9) The representatives of the contractual parties signed below undersign these GBTC in behalf or in representation of the contractual parties, declares on their honour and responsibility that are fully authorized for such legal act and there is no limitation to undersign these GBTC.

(10) These GBTC shall become valid and effective as from **1st April 2025** for an unlimited period of time.

BRENNTAG SLOVAKIA s.r.o.

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