

Brenntag Supplier Portal Terms of Use

Brenntag North America, Inc., a Delaware corporation, (“Brenntag”) operates the “Brenntag Supplier Portal”, a community and collaboration portal which allows “Users” to access data provided by Brenntag and collaborate with Brenntag employees. For the avoidance of doubt, the term User can include an individual, an employee, or an employer. When using the Portal, the User shall at all times adhere to these Terms of Use and any applicable federal, state, and local laws and regulations.

1. SCOPE OF APPLICATION

- 1.1 The following Terms of Use apply exclusively to use of the Portal.
- 1.2 Brenntag reserves the right to change these Terms of Use at any time, effective immediately.
- 1.3 Use of the Portal shall constitute acceptance of the Terms of Use provided herein.
- 1.4 For the purpose of these Terms of Use, “in writing” shall include email.

2. REGISTRATION

- 2.1 Users need an existing account and be registered within the Portal to access all of the features and any User-specific content of the Portal. Users may request registration by contacting their responsible Product Manager or Industry Market Manager. It is the User’s responsibility to ensure that its information is accurate, up to date, complete and confidential. If there is any change in the User’s status or information, the User must promptly notify Brenntag of those changes.
- 2.2 Brenntag may refuse or revoke any User’s registration without notice or reason and in its sole discretion. Brenntag shall not be liable for any delay, denial or termination of any registrations whatsoever.

3. PASSWORD AND OBLIGATIONS OF THE USER

- 3.1 Registration and logging into the Portal will require a unique username and password, which will either be chosen by the User or assigned to the User by Brenntag during or after the registration process.
- 3.2 In the event that the User loses his/her username or password or suspects that an unauthorized party gained access to the User’s login credentials, the User must change his/her password immediately and inform Brenntag in writing of the issue.
- 3.3 The User must notify Brenntag in writing when an employee or third party (e.g. consultants) which has login credentials or other access to the Portal leaves the company or is no longer performing work on behalf of the company. At the latest, notice should be given upon the termination of employment or association. Any actual or threatened misuse of the Portal must be reported immediately to Brenntag. In such an event, Brenntag may, at its discretion, provide a new login name and/or password.
- 3.4 The User shall be responsible and held liable for all content posted or uploaded to the Portal, or any other abusive behavior on the Portal by an employee and/or third party affiliate of the User.

3.5 The User shall not post or upload any content that: (A) in any way violate or imperil the rights or intellectual property (including, but not limited to, trademarks, copyrights, patents, and trade secrets) of Brenntag or any of its affiliates, (B) is illegal, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful or (C) contain viruses, circumvention devices, or unsolicited mass mailings (spam). The User shall observe any existing intellectual property rights and any other property rights of third parties, and may not enter into any illegal agreements, or engage in conduct or concerted practices that could give rise to violations of antitrust law.

3.6 Brenntag is entitled to delete any content posted or uploaded to the Portal and to exclude the User from further use of the Portal.

4. DELETION OF THE REGISTRATION

A User may request deletion of his/her registration at any time by sending a request to the responsible Brenntag Product Manager or Industry Market Manager. With the deletion of the registration, the User's ability to utilize certain services offered by the Portal shall immediately cease. Further, Brenntag is entitled to delete an existing registration without notice or reason, and in its sole discretion, if Brenntag determines that the User provided false information during registration or otherwise violates these Terms of Use, or applicable law or regulation. Brenntag shall not be liable for any deletion of registrations whatsoever.

5. LIABILITY

5.1 If the User objects to any of these Terms of Use, any modifications thereto, or otherwise become dissatisfied with the Portal in any way, the User's sole recourse shall be to immediately discontinue use of the Portal and request deletion of the User's account.

5.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMISSIBLE BY LAW:

(A) IN NO EVENT WILL, BRENNTAG, ITS AFFILIATES AND THIRD-PARTY PROVIDERS, BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH THESE TERMS OF USE FOR: (i) ANY DIRECT, INDIRECT, EXEMPLARY, SPECIAL, MULTIPLE, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES; (ii) ANY LOSS OF PROFITS, BUSINESS, OR ANTICIPATED SAVINGS; AND/OR (iii) ANY LOSS OF, OR DAMAGE TO DATA, REPUTATION, REVENUE OR GOODWILL.

(B) IN NO EVENT WILL THE TOTAL AGGREGATE OF BRENNTAG, ITS AFFILIATES AND THIRD-PARTY PROVIDERS EXCEED \$500.00 USD FOR THE TWELVE (12) MONTHS PRECEDING THE EVENT THAT GIVES RISE TO THE LIABILITY. THIS LIABILITY LIMIT IS CUMULATIVE AND NOT PER INCIDENT.

(C) NO ACTION, REGARDLESS OF FORM, ARISING OUT OF USE OF THE PORTAL HEREUNDER, MAY BE COMMENCED BY A USER MORE THAN ONE (1) YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CAUSE OF ACTION.

5.3 The User shall be liable for all activities that are carried out using his/her User account and/or data provided or otherwise uploaded which violate these Terms of Use. The User shall take all commercially reasonable steps to a) prevent illegitimate access to his/her User account and/or the data provided, b) comply with all contractual obligations towards Brenntag and applicable laws and require that its legal representatives, agents,

or any other third parties comply with the Terms of Use, and c) ensure the data provided to the Portal is free of cyber risks, such as but not limited to computer software, code or instructions commonly known as viruses, Trojans, logic bombs, worms and spyware designed to interrupt, destroy, infect or limit the functionality of the Portal.

5.4 The User shall fully indemnify, protect, defend, release and hold harmless the Brenntag from and against any and all claims, losses, expenses (including reasonable expert and attorneys' fees), demands, damages, judgments, causes of action, suits and liabilities of third parties arising out of or related to the User's: (i) uploading or providing information or content in violation of a third party's intellectual property rights; (ii) breach of this Agreement; (iii) negligent act, omission or willful misconduct; or (iv) violation of a federal, state, provincial or local law or regulation.

5.5 Brenntag reserves the right to claim damages and to exhaust any other remedies available to Brenntag in equity or otherwise in the event that the User violates the Terms of Use. Furthermore, Brenntag reserves the right to report violations of applicable law or regulation to the appropriate law enforcement authorities.

6. WARRANTY

6.1 THE PORTAL IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS. BRENNTAG DOES NOT MAKE ANY WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. BRENNTAG DOES NOT WARRANT THAT THE PORTAL: (A) IS FREE OF TECHNICAL DEFECTS; (B) WILL BE PERMANENTLY AVAILABLE OR AVAILABLE WITHOUT INTERRUPTION; OR (C) CONTAINS CURRENT, COMPLETE, OR ACCURATE INFORMATION. BRENNTAG, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO: (A) CEASE THE OPERATION OF THE PORTAL COMPLETELY OR PARTIALLY, TEMPORARILY OR PERMANENTLY AT ANY TIME WITHOUT PRIOR NOTICE; OR (B) TO MAKE THE USE OF THE PORTAL CONTINGENT ON THE PAYMENT OF FEES.

6.2 BRENNTAG DOES NOT CLAIM OWNERSHIP OR RESPONSIBILITY OF ANY THIRD PARTY CONTENT OR INTELLECTUAL PROPERTY USED IN THE PORTAL AS ITS OWN.

6.3 BRENNTAG SHALL IN NO WAY BE LIABLE FOR DAMAGES INCURRED BY A USER'S RELIANCE ON THE ACCURACY AND COMPLETENESS OF ANY CONTENT PLACED IN THE PORTAL.

7. USE OF DATA AND DATA PROTECTION

For information regarding the category, scope, place and purpose of the collection, processing, and use of the personal data required for the registration and conclusion of commercial transactions, please refer to our Privacy Policy.

8. DISPUTES

8.1 This Agreement shall be governed by and enforced in accordance with the laws of the jurisdiction in which Brenntag corporate office is located without reference to its conflict of law rules. The parties hereby consent to the personal jurisdiction in the aforementioned jurisdiction and waive any right to object to such jurisdiction on any basis, including but not limited to, forum non conveniens. Each Party knowingly, voluntarily and intentionally waives, to the fullest extent permitted by law, any right it may have to a trial by jury in any

legal action arising out of or relating to this Agreement. Each party represents that it has consulted or had the opportunity to consult with legal counsel with respect to this waiver.

8.2 Any dispute, controversy, or Claim between the parties (a “Dispute”) that (A) does not involve a third party and (B) arises out of or relates in any way to (i) these Terms of Use or (ii) relating to the Portal in any way shall be subject to the following dispute resolution procedure. The parties will attempt in good faith to resolve any Dispute through negotiations. If the Dispute has not been settled within thirty (30) days from the date on which the party initiating the Dispute has served written notice on the other party, then the Dispute shall be solely, exclusively and finally resolved by binding arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration shall take place before a single arbitrator unless the amount in controversy exceeds two hundred and fifty thousand USD (\$250,000), in which case the arbitration shall take place before a panel of three (3) arbitrators. The arbitrator(s) shall be knowledgeable in online transactional law. If three arbitrators are to be appointed, each party shall appoint one arbitrator. The two arbitrators thus appointed shall choose the third arbitrator. In the event three arbitrators are appointed, each party shall pay for the cost of its own arbitrator plus one-half of the cost of the third arbitrator. Except as otherwise provided, each party shall bear its own costs relating to the arbitration proceedings irrespective of its outcome. All other costs, fees and expenses shall be split equally between the parties. Arbitration shall take place in the jurisdiction in which the Seller’s corporate office is located. The language of the arbitration shall be English. The decision of the arbitrator(s) shall be in writing with written findings of fact and shall be final and binding on the parties. The arbitrator shall be empowered to award money damages, but shall not be empowered to award any damages precluded by these Terms of Use, or any injunctive or any other equitable relief.

9. INTELLECTUAL PROPERTY

9.1 All intellectual property, including shared information on Brenntag business (leads, opportunities, sales results, open orders, inventories, complaints, samples and others made available on Portal), trademarks, patentable material, trade secrets, and copyrightable material, including but not limited to, text, graphics, logos, button icons, images, audio clips, digital downloads, videos, data compilations, and software is the property of Brenntag Group, its affiliates, and/or its licensors.

9.2 The User may not use the data, names, trade names, trademarks, logos, service marks or trade dress of Brenntag in any manner other than as explicitly set forth herein, including without limitation, in connection with advertising, press release, promotional and marketing materials or activities or any other public communication or disclosure with respect to these Terms of Use without Brenntag’s prior written consent, which may be withheld or granted in its sole discretion.

9.3 Brenntag grants the User a limited, non-exclusive, non-transferable, non-sublicensable license to access the Portal. The User may not use data mining, robots, or similar data gathering and extraction tools in connection with the Portal, nor may the User download or copy information from the Portal for any purposes other than for review with Brenntag personnel, including any collection of product listings, descriptions,

reviews, without Brenntag's consent or for the benefit of another merchant. For the benefit of the doubt, if a hyperlink is provided in the Portal to download information from the Portal, such hyperlink shall constitute consent to download the information, but such information cannot be provided to another merchant for their benefit. All rights not expressly granted in these Terms of Use are reserved and retained by Brenntag, or its respective licensors, suppliers, or other content providers.

10. ASSIGNMENT

The User shall not assign these Terms of Use without the prior written consent of Brenntag. Any permitted assignee shall assume all assigned obligations of the assignor under these Terms of Use. Any purported assignment in violation of this section shall be void and of no effect.

11. OTHER PROVISIONS

11.1 Any provision of these Terms of Use that expressly or by its nature is intended to survive the termination of these Terms of Use shall survive indefinitely.

11.2 These Terms of Use are the final expression of the Terms of Use between Brenntag and User with respect to the subject matter hereof and a complete, fully integrated and exclusive statement of their agreement in this regard and there are no understandings, agreements, covenants, representations or warranties of any kind, express or implied, not expressly set forth herein. No modification of these Terms of Use by the User will be binding unless it is in writing and is signed by an authorized representative of Brenntag, and no modification of these Terms of Use shall be effected by the parties' course of dealing, usage, or trade custom.

11.3 These Terms of Use and Privacy Policy constitute the entire agreement between the User and Brenntag regarding the use of the Portal provided, however, that no provision of any document shall increase Brenntag's liability hereunder or change or increase the parties' respective indemnification obligations hereunder. The order of precedence of the documents is as listed in the previous sentence.

(Last Updated: 2023-04-24)