

1. General provisions

1.1. The General terms and conditions shall apply for all transactions between **BRENNTAG** and its **CUSTOMERS** in relation to goods and services offered by **BRENNTAG**, unless their applicability has been explicitly excluded by means of a written contract.

1.2. The terms and conditions of the **CUSTOMER** shall not be applied for **BRENNTAG**.

1.3. The General terms and conditions shall become effective with the earliest of: a) making an offer by **BRENNTAG**; b) ordering of goods/service by the **CUSTOMER**; c) entering of an individual written contract, which does not explicitly exclude their applicability; d) the occurrence of another relevant circumstance. For the avoidance of doubt, the General terms and conditions shall be considered effective no later than the handing over of the goods or service.

1.4. In case any clauses of these General terms and conditions become wholly or partially invalid, their invalidity shall not influence the validity of the remaining part or its effectiveness. The parties will negotiate in good faith the terms of any invalid provision; if an agreement cannot be reached, the invalid provision shall be replaced by operation of law with the respective mandatory rule of law.

1.5. It shall be considered that **BRENNTAG** has waived a right only in case the waiver has been phrased in a properly executed document, explicitly specifying the waived right.

1.6. With the acceptance of these General terms and conditions the **CUSTOMER** accepts also the General terms and conditions of **BRENNTAG** for the use of containers.

2. Offers and orders

2.1. An offer made by **BRENNTAG** shall be binding until the expiry of the term thereof, settled in the offer. The **CUSTOMER** may not make accessible to third parties an offer addressed to it/him. Any oral agreements, inclusive such made between the **CUSTOMER** and **BRENNTAG's** employees, shall become valid only with their proper written confirmation by **BRENNTAG**.

2.2. An order by the **CUSTOMER** shall become binding for **BRENNTAG** only if:

- It has been made in writing and specifies explicitly the type and the quantity of the ordered goods/services; and
- It has been confirmed by **BRENNTAG** in writing or by means of executing a delivery in compliance with the order.

3. Deliveries

3.1. The delivered quantity shall be determined according to the order confirmed by **BRENNTAG** or, in case of lack of such, in **BRENNTAG's** discretion, in compliance with the practice customary in trade and the **CUSTOMER's** needs. **BRENNTAG** shall be entitled to partial deliveries to a reasonable extent and in such case shall not be considered in default. Without limiting the generality of the above, **BRENNTAG** shall be entitled to partial deliveries and/or shall be released from its delivery obligations, in case the stock on hand is not enough to satisfy the needs of all **CUSTOMERS**.

3.2. The deliveries shall be free domestic dispatch warehouse (**EXW**). In case the loading of the goods and/or the transportation to the destination are organized by **BRENNTAG**, the **CUSTOMER** shall pay to **BRENNTAG** all related expenses. In case it is explicitly agreed that the delivery shall be carriage paid (**CPT**), the price offered by **BRENNTAG** shall not include the costs of unloading at the place of delivery.

3.3. The risk of accidental loss or damaging of the goods, as well as the risk of any expenses that might arise in relation to the goods, including expenses for their storage, shall be transferred to the **CUSTOMER** at the time agreed for the handing over of the goods to the **CUSTOMER** or to a courier, carrier or shipping agency for delivery to the **CUSTOMER**. The handing over to the **CUSTOMER** shall be certified by a bilaterally signed dispatch note, acceptance protocol or any other written document of equal importance; the handing over to a courier, carrier or shipping agency for delivery to the **CUSTOMER** shall be certified by the respective shipping document. **BRENNTAG** shall have no obligation to inform the **CUSTOMER** that the goods are ready for handing over.

3.4. The acceptance of the goods by the **CUSTOMER**, the courier, the carrier or the shipping agency shall certify that the **CUSTOMER** has approved the quantity, the packing and the loading of the goods. The **CUSTOMER** hereby agrees that **BRENNTAG** has no obligation to insure the cargo/ the goods, including to arrange any transportation insurance.

3.5. The **CUSTOMER** undertakes to render any possible support to **BRENNTAG** in relation to the delivery, as well as to inform the latter in due time on any circumstances that might impede the delivery. The goods shall be unloaded by the **CUSTOMER** immediately after their arrival with the due care and taking into account the instructions provided. **BRENNTAG** may in its own discretion assist the unloading, without any legal obligation in this respect and for the risk of the **CUSTOMER**. In case for the unloading equipment of **BRENNTAG** is being used, **BRENNTAG** shall invoice to the **CUSTOMER** all expenses relating to the delayed unloading.

3.6. The goods shall be supplied with quality and in packing customary in trade. In the case of sale according to a pattern or a sample, the characteristics of these shall not be guaranteed. If nothing else has been agreed, liquid chemical substances shall be delivered in containers proprietary of **BRENNTAG**, in compliance with the General Terms and Conditions of **BRENNTAG** for the use of containers.

3.7. The use, the treatment and any processing of the goods by the **CUSTOMER** shall be done at the risk of the latter. **BRENNTAG** shall bear no responsibility for the correspondence of the delivered goods to the purposes for which the **CUSTOMER** intends to use them, nor for any damages of whatever character, which might arise as a consequence of processing, treatment or use of the goods in the broadest sense. The **CUSTOMER** undertakes to check the correspondence of the goods to the intended use.

3.8. The goods offered by **BRENNTAG** have a level of safety that can be expected according to the requirements of the currently valid norms, passports of safety, operational instructions and any other written instruction given by the producer regarding the specific goods with a view to the current state of science and technology. **BRENNTAG** shall bear no responsibility for the observation on the part of the **CUSTOMER** of the applicable requirements for safety and the ecological norms, as well as for providing the **CUSTOMER** with the necessary licenses for operation with the goods, whenever applicable.

3.9. **BRENNTAG** shall execute deliveries within the terms that have been approved by the company in writing. Any other terms shall be defined depending on the specific conditions (including transportation conditions and routes, means of transport, etc.) and shall be considered to have been observed, if the goods have left the dispatch point as to arrive punctually at the point of destination, taking into account the specific conditions.

3.10. **BRENNTAG** shall bear no responsibility for non-fulfillment in widest sense, caused by force majeure event (insurmountable force, unforeseen event or any other circumstances out of the control of **BRENNTAG**, including hindrances or difficulties in the operation of sub-suppliers, of the production or transportation sector, etc.). In case of a force majeure event the **CUSTOMER** shall have no right to revoke or refuse the acceptance of the deliveries, made with a delay. If, due to the force majeure event, whichever of the deliveries is delayed by more than 2 (two) months after the term set, **BRENNTAG** shall have the right, in its own discretion, immediately after expiration of the term or later, to terminate the contract or to refuse the execution of concrete deliveries by a notification of immediate effect. If, due to the force majeure event whichever of the deliveries is delayed by more than 2 (two) months after the term set, the **CUSTOMER** shall have the right to provide **BRENNTAG** with a reasonable term for execution, after whose expiration, in case of non-fulfillment, it shall have the right to refuse the delivery and/or to terminate the contract by a notification of immediate effect.

3.11. In case of a guilty delay in the delivery, the **CUSTOMER** may provide **BRENNTAG** an additional term by a written notification, after the expiration of which, in case of non-fulfillment, it shall have the right to refuse the delivery by a notification of immediate effect. The additional term shall not be less than the term for the delivery itself.

3.12. The ownership on the goods shall pass over to the **CUSTOMER** with the complete payment of all sums, due by the **CUSTOMER** with a view to its business relations with **BRENNTAG**. The **CLIENT** shall have no right to refuse the payment of goods accepted, by offering their return to **BRENNTAG**.

4. Prices and Payment

4.1. The **CUSTOMER** shall pay to **BRENNTAG** the deliveries at prices, which are valid on the date of issue of the invoice. The **CUSTOMER** agrees that **BRENNTAG** shall have the right to increase unilaterally the announced prices of the goods, whereby the change shall come into effect immediately after the notification has taken place. In case of non-agreement with the price increase the **CUSTOMER** shall have the right to terminate the contract by a two-week notification sent in advance.

4.2. Every increase of the expenses relating to the fulfillment of the contract, which has arisen after the contract has been concluded, including transportation/shipping costs, customs fees, taxes and other official charges, shall be for the account of the **CUSTOMER**.

4.3. Payments shall be due immediately after the issue of the invoice, except if otherwise agreed. In case when another term has been agreed, it shall be specified in the invoice issued. The payment shall first serve to cover the costs, then the interest determined by operation of law and at last the principal. In case when

there is not clear specification of the grounds for the payment, the payment shall first serve to cover the obligations /liabilities in the order of their occurrence.

4.4. **BRENNTAG** shall invoice separately or shall specify in a separate line in the invoice, and the **CUSTOMER** shall pay without delay, without any deductions, together with the VAT due, notwithstanding of the terms of payment of the price:

- The fee for the containers for liquid chemicals, whenever applicable;
- The transportation costs as well as the costs for loading, whenever applicable, in case of delivery **EXW** the dispatch warehouse, when the loading and/or the transportation of the goods to the point of destination has/have been organized by **BRENNTAG**.

4.5. In case of transactions with foreign currency, which have been invoiced in other currency, different from BGN, the changes in the rate of exchange, which have occurred after the conclusion of the contract, shall be in favour of or for the account of the **CUSTOMER**.

5. Defects

5.1. Any claims for missing parts and any other visible defects can be claimed against in writing, upon acceptance of the goods by the **CLIENT**. Otherwise the goods shall be considered to have been accepted. In case of due, exact and well grounded claim for faults, **BRENNTAG** may in its sole discretion replace the defected goods, supplement the delivery with the missing goods, reimburse the **CLIENT** for the defects or make a discount on the price of the goods.

5.2. Any claims for defects that due to their nature, cannot be noticed during an ordinary survey, may be made in writing immediately after they have been discovered, but not later than 1 (one) week after the acceptance of the goods. The failure of a notification within these terms shall be equal to an approval of the goods. The claims have to be accompanied by the respective evidence and proofs and any other relevant documentation. On the defect claimed the parties shall sign a protocol of findings and in case of contradictions regarding its contents the parties shall engage an independent expert/or a committee of experts. In the case of defects ascertained, **BRENNTAG** may in its sole discretion replace the defected goods, or reimburse the **CUSTOMER** for the defects or make discounts on the price of the goods.

5.3. The claim for defects for a specific delivery of goods or services shall give no right to the **CLIENT** to reject further deliveries under the same or any other contracts. **BRENNTAG** shall bear no responsibility for defects, which can be removed by the **CUSTOMER** without any considerable efforts.

5.4. In the case of accepted claims, **BRENNTAG** shall specify a reasonable term, during which it shall take or dispose of the goods claimed. In the case when **BRENNTAG** does not observe the term, the **CUSTOMER** shall have the right to return the goods upon its own initiative to the point of dispatch in the country. **BRENNTAG** undertakes to pay the expenses for the transportation of the goods from the place of delivery to the point of dispatch in the country.

6. Responsibility

6.1. **BRENNTAG** shall be liable only for damages that have been caused deliberately, or due to gross negligence, in case of violation of a material contractual obligation. **BRENNTAG** shall be liable only for the direct damages resulting from the delivery. In the case of delay in the delivery the liability of **BRENNTAG** shall not surpass 10 % (ten percent) of the value of the delivery, as per the invoice issued.

6.2. **BRENNTAG** shall not be liable for the non-fulfillment on the part of a courier, transportation or shipping agency or their sub-contractors, notwithstanding whether these have been engaged by **BRENNTAG** or not. The responsibility for the sub-contractors shall be restricted to the careful choice of the latter.

6.3. **BRENNTAG** shall bear no responsibility for delayed acceptance or for any ungrounded refusal of acceptance of the goods on the part of the **CUSTOMER**. In the case of delay of the acceptance or ungrounded refusal of acceptance of the goods **BRENNTAG** shall have the right to refuse entirely or partially deliveries relating to the contract concerned, also under other contracts with the **CUSTOMER** and/or to terminate the contract without a preliminary notification. In case of delay of acceptance and/or ungrounded refusal of acceptance of the goods the **CUSTOMER** shall not be released of its obligation for payment. The **CUSTOMER** shall pay to **BRENNTAG** all expenses that have arisen due to the ungrounded refusal and/or delay in the acceptance of the goods, including, but not limited to the costs for their storage and the transportation costs for the delivery / the efforts made for delivery **CPT** the destination point.

6.4. The **CUSTOMER** shall have no right to deduct its receivables from receivables of **BRENNTAG**, except if these have been confirmed by a court resolution or explicitly recognized by **BRENNTAG**.

6.5. In the case of delay in the payment, the **CUSTOMER** shall owe to **BRENNTAG** the interest determined by operation of law on the value of the obligation not paid. This shall not deprive **BRENNTAG** of the right to claim for the real damages, surpassing the amount of the interest determined by operation of law. The **CUSTOMER** shall pay also all expenses relating to the extrajudicial and/or judicial collection of the receivables. Any payments made in cash to representatives of **BRENNTAG**, shall have a liquidating impact only when the respective representative disposes of explicit powers for obtaining payments. The payment shall not be considered as having been made, until it has been placed at the disposal of **BRENNTAG**. In the case of delay in payment **BRENNTAG** shall have the right to terminate by a notification of immediate effect the effect of any preferential terms and conditions in favor of the **CUSTOMER**, if such have been agreed, including commercial discounts, deferred payment, etc.

6.6. In case of delay on the part of the **CUSTOMER** for the payment or in the case when circumstances become known, that question the capability of payment of the **CUSTOMER**, **BRENNTAG** shall have the right by a notification of immediate effect to declare the entire debt of the **CUSTOMER** as due/collectible without any delay and in its own discretion:

- To terminate the contract; or
- To refuse entirely or partially deliveries in favor of the **CUSTOMER**, relating to the contract concerned and under other contracts with the **CUSTOMER**, as well as to require an advance payment for the deliveries.

7. Other Provisions

7.1. In the cases of termination of the contract regulated in these General Terms and Conditions the termination shall have an effect for the future and shall not have any impact on the goods, which have been accepted by the **CUSTOMER** before the date of receipt of the notification.

7.2. Any disputes that might arise shall be referred to the respective competent court in the town of Sofia.

7.3. The Bulgarian civil and commercial legislation currently valid shall be applied for any matters not settled by these General Terms and Conditions. As regards the clauses **EXW**, **CPT** shall be applied the clauses of Incoterms 2000.