

# BRENNTAG SPA - GENERAL TERMS AND CONDITIONS OF SALE 2021

## 1. Parties to the contract

1.1 "Vendor" shall mean the company BRENNTAG SPA, with registered office in Milanofiori, Strada 6, Pal. A/13 – 20057 Assago (MI), registration number in the Milan Business Register 472696, tax code and VAT number 00835510157.

Any changes in the name or registered office of the Vendor shall not have any effect on the validity and effectiveness of these general terms and conditions.

1.2 "Buyer" shall mean any legal entity that operates an undertaking, individually or in company form, that requires the Vendor to supply the Products. Natural persons who do not hold a VAT number are expressly excluded.

## 2. Scope and effectiveness

2.1 These general terms and conditions apply to all sales made by the Vendor, and regulate all future relationships between the Vendor and the Buyer, even in the absence of express reference.

2.2 The relationships governed by these general terms and conditions concern the sale of all chemical products, solid and liquid, marketed in Italy by the Vendor ("the Products").

2.3 Any exceptions to these general terms and conditions shall not produce any effects unless evidenced in a written and signed agreement between Vendor and Buyer.

2.4 By signing this contract and however by sending the orders to the Vendor, the Buyer expressly waives the application of its general terms and conditions of purchase.

2.5 Any invalidity or ineffectiveness of one or more clauses of these general terms and conditions does not affect the validity, effectiveness and enforceability of the other clauses.

## 3. Delivery terms

3.1 Delivery terms are always indicative and never essential and however do not bind the Vendor.

3.2 The Vendor is not obliged to pay any compensation for any damages, direct or indirect, due to delays in delivery.

## 4. Transport

4.1 The Products – even if sold carriage paid on the basis of special agreements – always travel at the sole and exclusive risk of the Buyer.

4.2 The Vendor reserves the right to apply a surcharge to transport costs (all modes of transports, by land, sea and air) agreed between the Parties if, for objective reasons not attributable to the Vendor, should be a percentage change in this cost more than 10% of the transport costs agreed at the time of the order.

## 5. Packaging and containers

5.1 The packaging (including pallets, drums, canisters and plastic cubes), where not expressly agreed that they are returnable, remain the exclusive property of the Buyer.

5.2 In the event the packaging is returnable, the Buyer is obliged to return them, ex works, to the Carrier or other appointee of the Vendor, within 90 days from the delivery date. Once this term has expired, failing compliance, the Vendor shall be entitled to issue to the Buyer an invoice for sale for a fee equal to the value of new packaging, with the same payment terms as those applied to the Buyer for the sales of the Products.

5.3 In the event that damaged packaging is returned, the amount of the packaging value shown on the invoice shall be charged to the Buyer.

5.4 Should the damage regard the packaging seal, the Vendor shall also charge the Buyer for the consequent cleaning up charges of € 60 plus VAT for each packaging. Said charge shall be combined with those indicated in point 5.3.

5.5 Should the products need to be delivered in steel cubes – due to their nature or at the Buyer's request – the steel cube shall be understood to be leased to the Customer for the entire period of storage, and the Vendor shall invoice the Buyer, at the beginning of each month and until successful return, for a monthly rental fee of Euro 50.00 + VAT.

5.6 For cases in which the Buyer has paid a security deposit to the Vendor as guarantee of the return of the packaging, should the container be returned on the date set in the invoice, the Vendor shall issue a credit note for the amount of the security deposit. In case of delay in delivery pursuant to point 5.2, the Vendor shall have the right to charge said security deposit and advance on the invoice that will be issued pursuant to point 5.2 of these General Terms and Conditions.

## 6. Payments

6.1 Payments shall be made to the Vendor's premises, within the terms agreed in the order (and, in case of supply of agri-food products within the terms set out in (It.) Legislative Decree no. 1/2012, art. 62).

6.2 In the event of delay in payment, the Buyer shall automatically be charged default interest at the rate in effect at the time the payment is due, pursuant to (It.) Legislative Decree 231/2002 – as amended by (It.) Legislative Decree no. 192/2012 – as of the invoice expiry date. Advances or partial payments shall always be construed as covering recovery costs, interest and lastly capital, in this order.

6.3 The Buyer shall not be able to enforce any complaint, dispute or claim against the Vendor, neither by taking legal action nor by filing pleas, except after having fully settled the amounts invoiced by the Vendor.

## 7. Guarantees

Without prejudice to the provisions of Art. 13.2 below, the Vendor, in case of justified doubts on the solvency of the Buyer, in particular in the event of default, subject to further claims, shall be entitled to revoke the payment terms previously granted to the Buyer and to make further deliveries subordinate to advance payments or other guarantees.

## 8. Tolerance

Tolerances of usage are allowed, as codified in the collection of usages of the province of Milan for the trade of chemical products in general.

## 9. Minimum order

For orders having a total taxable amount lower than €250,00 the Vendor reserves the right to apply a surcharge of €30,00 to the list price of the ordered products.

## 10. Idle time

The waiting time for unloading the products tolerated by the Vendor is 2 hours. Should the Vendor's vehicle have to wait for unloading beyond that time, the amount of 50 €/hour plus VAT shall be charged to the Buyer for each hour or fraction of an hour of further waiting time.

## 11. Checks. Complaints and disputes

11.1 The Buyer must ascertain the suitability of the Products upon their delivery, and however before any use.

11.2 Said preliminary inspection is the Buyer's ordinary duty of due diligence, and in default thereof, pursuant to art. 1227 of the (It.) Civil Code, no compensation is however due from the Vendor.

11.3 The Buyer shall lose any warranty if they do not report their complaints to the Vendor in writing within 8 calendar days of delivery of the Products, except as set forth in the following point.

11.4 In any case, any defects or discrepancies (in terms of quality as well as quantity) of the Products shall be reported in writing, under penalty of forfeiture, before unloading or transferring them into the Buyer's

packaging or tanks.

11.5 In the event of staggered deliveries any complaints, even if timely, do not exempt the Buyer from the obligation to collect and pay for all the Products ordered.

11.6 The product's warranty is defined by compliance with the specifications set out in its technical data sheet and cannot be extended to the behaviour of the product when added to mixtures or formulations processed by

the user. The warranty concerning the suitability of the Products to a specific intended use remains expressly excluded from the warranties provided by Brenntag Spa even where the Buyer has indicated the intended use for the Products in their order.

## 12. Liability. Force Majeure

12.1 Without prejudice to the limit referred to in art. 1229 of the (It.) Civil Code, the Vendor is not liable for any direct or indirect damages of any kind (expressly including production shutdown, Product recall costs, damages due to loss of opportunities or customers) deriving from the supply and use of the Products.

12.2 In the case of supply of products not conforming to the intended specifications or other than ordered, and where the Buyer has however promptly reported in writing such defects or discrepancies of the Product, the Vendor's liability shall be solely limited to the replacement at their expense of the product, or, at their discretion, collection of the Products at their expense and return of the price (or part thereof) already received.

12.3 The Vendor shall in any case be exempt from any liability in case of failed or incomplete supply due to company and/or general strikes, unrest, war, natural or nuclear disasters, fires, lack of raw materials and/or energy sources and, more generally, of any other event or circumstance falling under the definition of force majeure. Upon the occurrence of such a situation, the Vendor shall send written notice to the Buyer, and shall be entitled, at their sole discretion, to revoke acceptance of the order (in that case, they shall return to the Buyer any advances received with no interest charges) or set a deadline, not exceeding 60 days, for delivering the supply.

## 13. Right of withdrawal

13.1 The Vendor may withdraw from the contract without any charge should facts or circumstances occur that alter the stability of the markets, the value of money, the conditions of the companies producing the Products and raw materials and the conditions of procurement.

13.2 The Vendor shall also be entitled to withdraw from the contract without any charge where protests have been filed or injunctive, enforcement or precautionary procedures have been initiated against the Buyer.

## 14. European regulation 1907/2006 ("REACH")

14.1 The European REACH Regulation (Registration, Evaluation and Authorization of Chemicals) requires suppliers of chemicals to provide customers with certain information to allow them to use the products more safely and imposes a specific time frame for the registration process of chemical substances and preparations. REACH obliges customers to provide their suppliers with any useful information about the dangers and possible inadequacies of their risk management system related to the substances or preparations they use.

14.2 Should the Vendor's supplier fail to correctly fulfil said procedure and meet the deadlines, this might affect the subsequent supply from the Vendor to the Buyer, and might also entail the case of discontinued supply where the substances and preparations in question should require a supplement of scientific tests.

14.3 The Vendor shall inform the Buyer of any delays caused by the circumstances above, without prejudice to the provisions of Art. 3 of these general terms and conditions.

14.4 The Vendor shall provide the Buyer with the appropriate safety data sheets and – where required – annexes indicating the possible risk exposures of the Products, in order to allow the Buyer to ascertain whether the actual use of the same is consistent with the indications of the safety data sheet and any of its annexes.

14.5 Where the Buyer should intend to use the Products other than indicated in the documentation provided to them, they must immediately notify in writing the Vendor who in their turn shall contact their supplier to ascertain the feasibility and possible risks associated with said different use.

14.6 Until the relevant information has been provided by the Vendor to the Buyer, the latter may use the Products only for the uses set out in the safety data sheet and any annexes thereof.

14.7 In any case, the Vendor shall not be liable for the Buyer's failure to comply with the requirements established by REACH, but also, in accordance with the provisions of point 11.6 of these General Terms and Conditions, regarding the suitability of the Products supplied for the Buyer's intended use.

## 15. Compensation

The Buyer shall not be able to offset any credit deriving from claims for damages that have not been legally established or previously accepted in writing by the Vendor.

## 16. Clause pursuant to (It.) Legislative Decree 231/2001

The Buyer declares to be aware of the regulations in force on the administrative liability of legal persons and, in particular, of (It.) Legislative Decree dated 8 June 2001, no. 231 as amended. In this regard, the Buyer declares: (i) to be aware of the fact that, in implementation of the provisions of (It.) Legislative Decree dated 8 June 2001, no. 231, BRENNTAG SPA has adopted an appropriate Organisational Model and specific procedures aimed at preventing the risk of occurrence of the crimes indicated in the aforementioned Decree and in the related regulations; (ii) to have read the Code of Ethics adopted by BRENNTAG SPA and the Organizational, Management and Control Model which can be referenced and downloaded at the internet address: <https://www.brenntag.com/en-it/about/compliance/>.

The Buyer undertakes – also on behalf of their own employees, directors, consultants and associates and subcontractors – in execution of the contract, to comply with the rules, procedures and principles of conduct contained therein as applicable as well as refraining from conduct that falls within the types of crimes set out in said decree (regardless of whether the crime has actually been committed or is punishable). Failure to comply with any of the provisions of the Model and the Code of Ethics that is put in place in executing the contract shall constitute serious breach of the same and legitimize the Vendor to terminate it effective immediately pursuant to and for the purposes of article 1456 of the (It.) Civil Code, in any case without prejudice to the right to compensation for damages.

## 17. Protection of Personal Data

In execution of Regulation (EU) no. 2016/679 (GDPR Regulation), containing provisions for the protection of natural persons with regard to the processing of personal data, all data and information that the Buyer should obtain as a result of execution of the Contract shall be considered and kept confidential and may not be used for purposes other than set forth by the Contract.

## 18. Applicable law and Regulatory provisions

These General Terms and Conditions and the individual sales contracts regulated by them are governed by Italian law and, as appropriate, by the Collection of usages of the Province of Milan for the Trade of Chemical Products in general, in the latest version approved by the Milan Chamber of Commerce.

## 19. Jurisdiction

Any dispute concerning the interpretation, validity, execution and/or termination of these General Terms and Conditions and of the individual sales contracts governed thereby is under the sole jurisdiction of the Court of

