

GENERAL TERMS AND CONDITIONS FOR RETURNABLE PACKAGING HANDLING BRENNTAG POLSKA SP. Z O.O.

VALID FROM JUNE 10, 2020

1. These General Terms and Conditions for Returnable Packaging Handling apply to all sales contracts for goods delivered in returnable packaging or returnable pallets (hereinafter collectively: packaging) concluded between the Seller and the Buyer.
2. When collecting the goods delivered in packaging, the Buyer should check the compliance of the quantity and the type of packaging with the data indicated in the document WZ (delivery note).
3. If any discrepancies are observed, the Buyer should:
 - a) record them in the non-compliance protocols (for courier deliveries)
 - b) record them in the delivery document for deliveries organized by the Seller, signed by a representative of the Buyer and the carrier company.In addition, the Buyer should within 7 (seven) days from the date of receipt goods send the noticed discrepancies directly to: **centrum.opakowaniowe@brenntag.pl**
4. The Seller shall notify the Buyer about the method of handling reported discrepancies within 7 (seven) days from the date of receipt of the notification at: **centrum.opakowaniowe@brenntag.pl**
5. The Buyer is obliged to return the Seller's packaging made available for use within 40 days from the date of receipt of goods purchased in the packaging. If the packaging is not returned to the Seller after 40 days in a condition that allows its further use, the Seller reserves the right to treat the packaging as sold and charge the Buyer the amount resulting from the Returnable Packaging Price List referred to in paragraph 6.
6. The Returnable Packaging Price List is available on the Seller's website at: **<https://www.brenntag.com/en-pl/offer/terms-of-cooperation/index.jsp>**. The seller is entitled to change the price list, however not more often than every 6 months. Changing the price list does not require a separate notification of the Buyer and is effective from the date indicated in the new price list. The new price list is published on the Seller's website at the above address, at least 2 weeks before the date of its validity.
7. The Seller shall issue sale invoices for a packaging with a 45-day payment period from the date of issuing the invoice. Invoices will be issued periodically, based on a report of not-returned by the Buyer packaging within the mentioned time. The report of not returned packaging is generated taking into account the FIFO rule.
8. Before issuing an invoice for the sale of packaging, the Buyer shall receive an additional request to return the packaging, addressed at least 10 days before the date of issuing the sale invoice. The request will be sent to the e-mail address provided by the Buyer for contacts regarding packaging economy. The Buyer is obliged to immediately notify the need to update the indicated contact to the appropriate persons responsible for Customer Service of the Seller.
9. The Buyer who has non-returned packaging in stock, receives with every goods delivery the ZOO document (Returnable Packaging Document) indicating the current balance of packaging (not applicable to direct deliveries). The Buyer should immediately submit any comments on the balance to: **centrum.opakowaniowe@brenntag.pl**

10. The Buyer is obliged to report the packaging ready to be returned to the persons responsible for Seller's Customer Service.
11. The Buyer returns the packaging only to the carrier holding the Seller's ZOO documents, who bears the costs of transporting the returned packaging. The Buyer must not return packaging to courier companies without first confirming this option with a person responsible for Seller's Customer Service.
12. The Seller is obliged to collect returned packaging from the Buyer, unless the case indicated in paragraph 13.
13. In the event that the Buyer has submitted for return:
 - a) damaged packaging;
 - b) not completely empty packaging;
 - c) packaging that is contaminated with substances other than those delivered in this packaging by the Seller;
 - The Seller, at its own discretion, reserves the right to refuse to collect packages with effects resulting from paragraph 5 or collecting the packages and charging the Buyer the appropriate amount resulting from The Returnable Packaging Price List. If the Seller is forced to bear the costs associated with the disposal of the goods left in the packaging, then all costs and risk of disposal will be borne by the Buyer. The buyer will be charged these costs based on the re-invoice issued by the Seller, with the due date specified in the invoice.
14. The return of the empty packaging is recorded in the ZOO document (Returnable Packaging Document).

Jacek Iwańczuk

President

Andrzej Wojtaś

Board Member