

UNIVAR SOLUTIONS BELGIUM S.A./N.V.
CONDITIONS OF SALE

1. GENERAL PRINCIPLES

1.1 Acceptance and enforceability:

1.1.1 In these General Terms of Sale (hereinafter the “GTS”), “Seller” refers to Univar Solutions Belgium S.A./N.V. (hereinafter referred to as “Univar”) and “Buyer” refers to the company to whom quotation is addressed or whose order is accepted by the Seller.

1.1.2 These conditions shall apply in respect of all Contracts (“Contract”) between the Seller and the Buyer for the purchase of goods or services from the Seller. No other conditions are incorporated or implied into any Contract between the Buyer and the Seller unless expressly accepted in writing by the Seller.

1.1.3 All references to prices, goods and services contained in these conditions shall be taken to mean the prices, goods and services detailed in the relevant order form issued by the Buyer (“Order”) as subsequently accepted or amended by the Seller written acceptance of order form (“Confirmation of Order”).

1.1.4 Accordingly, placing an order entails the Buyer’s complete and unconditional acceptance of the GTS, including the specifications and rates in effect at Univar, to the exclusion of any other documents such as prospectuses and catalogues issued by Univar, which only have informational value.

1.1.5 The Order constitutes an offer by the Buyer to purchase goods in accordance with these conditions.

1.1.6 The Order shall only be deemed to be accepted when the Seller issues a written acceptance of the Order, or has commenced the execution of such Order (whichever occurs first), at which point and on which date the Contract shall come into existence (Commencement Date).

1.2 Modification of the Products:

As long as the offer has not been accepted, Univar reserves the right to make at any time any modifications that it deems useful to its products and prices, and to alter without prior notice the models defined in its prospectuses, catalogues or any other documents.

1.3 Assignment of right:

The benefit of the Order is specific to the Buyer and cannot be assigned without Univar’s consent.

2. PRICES

2.1 The price of the services of each delivery of goods will be as detailed in the relevant Order, as amended by the relevant Confirmation of Order, as amended in accordance with paragraphs 3, 4, 6 and 7 or if no pricing information is contained therein, will be in accordance with the Seller’s price list in force from time to time. In the event of a conflict any price revision in accordance with paragraphs 3, 4, 6 and 7 shall prevail, or if the price has not been revised, the price in the Confirmation of Order shall prevail and, if no price information is contained therein, the price in the Order prevail.

2.2 Univar’s prices are “carriage free”, excluding taxes, transport and insurance costs and all other costs, based on the prices communicated to the buyer in the Acceptance of Order.

2.3 Univar reserves the right to alter the prices, at any time, until the Order is accepted. Once this same Order has been accepted, Univar may still adjust or revise the price within the limits of the law of 30 March 1976 (Art. 57), based on the parameters relating to actual costs constituting the components of the final price and only for the share that they represent in this same final price; up to eighty percent (80%) of the final price fixed.

2.4 Where as a direct result of the United Kingdom's withdrawal from the European Union the Seller's costs of delivering the goods are materially increased, the Seller shall be entitled to increase the price of the goods on at least 14 days' written notice to the Buyer for such goods delivered from, to or via the United Kingdom (at any point in the supply chain). This increase shall be documented by the Seller, but for avoidance of doubt, does not need to be agreed by the Buyer in advance. For the purpose of this condition, an increase of 5% or more of the Seller's costs shall in all cases be deemed to be a "material" increase".

2.5 Any tax, fee or other amount to be paid in application of Belgian laws and regulations or those of an importer country or a country of transit shall be born by the Buyer.

2.6 Similarly, any creation or increase of aforementioned taxes, duties, fees or other amounts to be paid following the order shall be borne by the Buyer.

2.7 Any increase in costs (including transport) resulting from a specific request from the buyer shall be borne by the latter.

3. PAYMENT

3.1 The Buyer will pay the entire purchase price, or the remainder thereof in the event of advance payment, immediately upon delivery of the Products or within thirty (30) days after the invoice date, at the discretion of UNIVAR, by transfer to or deposit into UNIVAR's bank account. If payment is due on a non-working day then it will be payable by the last working day before the due date.

Any amount not paid by the due date indicated on the invoice shall automatically give rise to:

(a) the immediate application, without notice, of overdraft interest at the European Central Bank's refinancing rate for current account advances, plus two points;

(b) the application of penalties of an amount equal to fifteen percent (15%) of the invoice amount, subject to a minimum of EUR 500. These penalties shall be due upon request by UNIVAR sent to the Buyer by registered mail; and

(c) the immediate acceleration of any amounts due for other deliveries, if UNIVAR does not cancel the corresponding orders.

3.2 If payment takes the form of a negotiable instrument, failure to return the instrument shall be deemed a refusal to accept equivalent to a failure to make payment. Similarly, if the payment is staggered, failure to make a single payment by its due date shall give rise to the immediate acceleration of the entire debt, without prior notice.

3.3 Where the Products are delivered by instalments or the services performed in stages UNIVAR may invoice each instalment or stage separately and the Buyer shall pay such invoice in accordance with these conditions.

3.4 Under no circumstances may payments be suspended or be compensated in any way without UNIVAR's prior written consent. In particular no disputes arising under the Contract or delays (other than delays accepted by the Seller in writing) shall interfere with prompt payment by the Buyer.

4. CONDITIONS FOR THE PICKING UP OF CONSIGNED PACKAGES

4.1 Where UNIVAR delivers Products to the Buyer, UNIVAR ensures that all packaging in the form of crates, drums, boxes, carboys etc are suitable to protect the Products from damage during delivery.

UNIVAR can accept no liability for any loss or damage caused where such packaging is used for the further transportation of the Products or other unconnected goods and the Buyer must satisfy himself that the Products are safely packaged for such transportation.

4.2 UNIVAR or UNIVAR's manufacturers or suppliers provide written instructions and/or advice to the Buyer for the safe use of UNIVAR's Products and containers (such as crates, drums, boxes, cases or carboys) and other types of packaging (further copies available on request). UNIVAR accepts no liability whatever for any losses, costs or other claims caused where the Buyer uses its own containers or caused as a result of the Buyer's failure to use the Products, containers or other packaging in accordance with the written safety instructions and/or advice.

4.3 Save as regards the packages that are sold to the buyer and those that cannot be reused, the packages remain Univar's property and are consigned with the Buyer. At the time of the order the Buyer shall indicate whether or not it wishes to acquire the packages of the products ordered. At the time of the order it shall be informed of the products the packaging of which is lost and cannot be re-used and those the packaging of which is consigned. The consignment value of the packages does not include VAT. Expenses to use and clean the packages are also invoiced to the buyer, with VAT. All of the aforementioned amounts are payable at the same time as the products ordered and under the same conditions. The precise conditions concerning the usage and cleaning costs are included in a separate notice entitled "Conditions for the use and rental of consigned packaging".

4.4 Regardless of the circumstances, the consigned packages remain Univar's property. The packages must be returned clean, hermetically sealed, complete and bearing Univar's original marks and labels and in perfect condition, both inside and outside. They must not have been used for any purpose other than to protect the product covered by the corresponding invoice. They must be totally empty and not contain any residues. If the above conditions are not complied with, Univar reserves the right, depending on the situation in question and at its entire discretion, to invoice (i) the packaging with VAT, as well as the expenses to destroy said packaging, or (ii) additional expenses to clean the packaging if these expenses exceed the previously invoiced amounts. The aforementioned destruction or cleaning expenses shall be deducted from the consignment amount. If, however, the aforementioned expenses are higher than the consignment amount, the balance of the destruction or cleaning price shall be invoiced for the remainder to the Buyer.

4.5 The packages must be returned free delivery at Univar's warehouse within sixty (60) days after the delivery date.

4.6 Thereafter, Univar shall no longer be required to take them back and may keep the consignment.

4.7 After receiving and acceptance of the packages by Univar's warehouses, they shall be reimbursed by a credit posted to the accounts. These packages shall give rise to the return of the oldest consignment.

4.8 Only Univar's packages will be taken back. Under no circumstances will a number of packages greater than the quantities delivered be taken back, nor packages not delivered by Univar, nor, save for prior written agreement between the parties, packages returned to Univar on an untimely basis.

4.9 Packages sold will not be taken back.

5. RISKS ASSOCIATED WITH DELIVERY AND TRANSPORT

5.1 Delivery timeframes:

5.1.1 Time for delivery of the Products and completion of the services is given as accurately as possible but is not guaranteed. Deliveries are only made based on availabilities and in the order of the arrival of Orders.

5.1.2 Failures to abide by delivery timeframes cannot give rise to damages, withholding or to the cancellation of Orders in progress. In the event that UNIVAR is unable to deliver the Products at the

agreed time, it shall use its reasonable endeavours to notify the Buyer of the delay. Upon notice by UNIVAR, the Buyer agrees to negotiate in good faith with UNIVAR to agree a new delivery date. In the event that the goods cannot be delivered, or the parties cannot agree a new delivery date, the Buyer may cancel the Contract and seek alternative goods at its own cost and risk.

5.1.3 However, if sixty (60) business days after the date requested for said delivery a notice sent to Univar by the Buyer does not cause the situation to be remedied and the product has not been delivered for a reason other than a case of force majeure, the sale may in this case be cancelled at the request of either Party.

5.1.4 The aforementioned timeframe is extended to ninety (90) business days in the event that it involves a product that Univar does not have in its stock. The Buyer may obtain the return if its advance to the exclusion of any other compensation or damages.

5.1.5 Regardless of the circumstances, timely delivery may only take place if the Buyer is up-to-date with its obligations to Univar, regardless of the cause.

5.2 Risks associated with delivery and transport:

5.2.1 Regardless of the delivery arrangements, including deliveries shipped carriage free and notwithstanding the reservation of title clause, the transfer of risks on the products and/their packaging to the buyer takes place as of the shipping from the Univar warehouses. Accordingly, the products and/or their packaging travel at the risk of the Buyer, who shall be responsible, in case of damaged, lost or missing items, to communicate any reservations or to exercise any remedy with the carriers responsible.

5.2.2 However, if the products are transported by a Univar vehicle, the risks of loss or damage of the products and/or their packaging shall be borne by Univar and are only transferred to the Buyer once the products have been made available to it, i.e. the delivery vehicle's side.

5.2.3 No liability can be accepted for damage in transit unless the Buyer notifies the site from which the Products were ordered or the Buyer's usual customer representative within three (3) working days of receipt of the Products, and confirms by notification in writing within seven (7) working days of receipt of the Products.

5.2.4 For latent and not reasonably apparent defects, the Seller must be notified within 5 working days of discovery and in any event no later than 3 months from the date of delivery. Where UNIVAR is notified of the damage to the Products in accordance with this provision, UNIVAR shall repair or replace the Products at its sole option.

5.3 Checking of conformity:

Upon receipt of a product, the Buyer undertakes to verify, by any useful means, the conformity of the product ordered with the product delivered. It further undertakes not to put the product in circulation or in production prior to having carried out the aforementioned checks, as stipulated in Article 6.

5.4 Delivery:

The Buyer will sign a delivery slip "for acceptance" when the delivered products are made available. UNIVAR accepts no liability whatever for any losses, costs or other claims in connection with the transfer of the Products and containers/ packaging from the vehicle side to the Buyer's storage location. Any acceptance shall take place on the doorstep of the place of delivery. Any instruction given by the buyer to the employees of Univar or Univar's carrier to allow the products in its facilities or to have it allow any handling in any way shall take place at the buyer's own risk.

6. WARRANTIES

6.1 Univar's obligation is limited to the supply of the products ordered. The Buyer is alone responsible for the choice and the conditions for the use of the products provided. It is the buyer's responsibility alone to make sure prior to ordering that the products are suitable for the use envisaged by it.

6.2 The Buyer must also, as of the products' delivery, check the products' conformity with the order, in quantity and in quality.

6.3 Regardless of the circumstances, this check by the Buyer must be carried out prior to the putting into circulation or in production of a product. The Buyer further undertakes not to use the product provided by Univar in a production cycle unless it has first made sure that the product is consistent with the specifications desired for the production in question.

6.4 Univar's warrantee does not apply to visible defects.

6.5 The technical advice and/or opinions provided by Univar are given to the Buyer within the scope and limits of Univar's knowledge and possibilities. They cannot under any circumstances give rise to Univar's liability in any way whatsoever. The same applies for tests and demonstrations carried out in Univar's name or in that of its suppliers; these cannot give rise to any warrantee.

7. REACH

7.1 The Buyer agrees to comply with all of its obligations under the EU Regulation (EC) 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH"). In particular, the Buyer shall communicate to UNIVAR any new information on hazardous uses of the Products and possible inadequacy of recommended risk management measures related to substances and/or mixtures that they contain.

7.2 For all dangerous substances and mixtures covered by REACH, the Buyer will receive safety data sheets, which may include one or more exposure scenarios attached. The Buyer will check whether their current use of a particular substance and/or mixture is covered by the relevant safety data sheet and related exposure scenarios and whether the Buyer complies with the conditions described on the relevant safety data sheet and exposure scenarios.

7.3 Identified uses under REACH do neither represent an agreement on the corresponding contractual quality of the Products nor a designated use under any Contract.

7.4 If the Buyer intends to use a dangerous substance and/or mixture outside the conditions described in the relevant exposure scenario, or if the Buyer's use is not covered by that exposure scenario, the Buyer should make its use and/or use conditions known to UNIVAR as soon as possible. UNIVAR will then contact the relevant supplier to seek to obtain from the supplier of the substance and/or mixture the exposure scenario that covers the Buyer's particular use conditions. Any use by the Buyer of the substance or mixture outside the conditions specifically described on the safety data sheet and related exposure scenario shall be at the Buyer's exclusive risks and UNIVAR disclaims any liability thereof.

7.5 Alternatively, the Buyer can seek their own registration for a specific use of a dangerous substance and communicate the registration reference to UNIVAR in order to continue supplies of dangerous substances for uses not identified on the relevant exposure scenario.

7.6 UNIVAR may not be held liable to the Buyer in case of failure or delay in the performance of its supply obligations, if the failure or the delay is due to orderly compliance of regulatory and legal obligations in connection with REACH being triggered by the Buyer's respective communications.

8. LIMITATION OF LIABILITY

8.1 Nothing contained in these Conditions shall limit or restrict UNIVAR's liability for matters for which liability may not be limited or excluded under Belgian law.

8.2 Should the Buyer not carry out the conformity checks to which is bound pursuant to Articles 5, 6 and 7, this shall give rise to the Buyer's exclusive liability for all of the direct and indirect consequences that could have been avoided by carrying out said checks. Similarly, the Buyer's acceptance of a product delivered the characteristics of which turn out, following the checks performed by the buyer, to be inconsistent with the characteristics of the product ordered shall cover the original order and shall

replace it. Under no circumstances may Univar's liability be incurred within the framework of the aforementioned circumstances.

8.3 Similarly, Univar cannot incur liability as regards the reuse of the packages delivered, after their first use.

8.4 Should Univar's warrantee be applied, the sole obligation incumbent upon Univar shall be, at its discretion, the free replacement of the products or the reimbursement of the amount paid by the Buyer concerning non-conforming products.

8.5 Under no circumstances may Univar be held liable for indirect damages or damages resulting from the delivery of the products.

8.6 The total repair that may be due by Univar if it is held liable by the Buyer, regardless of the reasons, cannot exceed the amount paid by the Buyer to obtain the products having caused the damage.

9. COMPLAINTS

Any claim for shortage or non-conforming Products must be made in writing to the Seller within 5 days after Buyer's receipt of the Product. Any claim for non-delivery of Product must be made within five (5) days after the date upon which the Product was to be delivered. For latent and not reasonably apparent defects, Seller must be notified within 5 working days of discovery and in any event no later than 25 days from the date of delivery. Where Seller is notified of the damage to the Products in accordance with this provision, Seller shall repair or replace the Products at its sole option. Failure of the Seller to receive written notice of any such claim within the applicable time period shall be deemed an absolute and unconditional waiver by Buyer of such claim. Products may not be returned without the Seller's permission and transportation for return will not be paid by the Seller unless authorized in advance.

10. FORCE MAJEURE

10.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Seller including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, the imposition of any embargo, export or import restrictions, quota or other restrictions or prohibitions, failure to grant any necessary licence or consent, any consequence arising as a result of or in connection with the United Kingdom's withdrawal from the European Union, accident, breakdown of plant or machinery, fire, flood, storm, default or failure of suppliers or subcontractors, breakdown of machinery or anything directly or indirectly interfering with the goods or services (including but not limited to the price or supply of raw materials, services or any other goods relating to the contract) or the manufacture, supply, shipment, arrival or delivery of the goods.

10.2 The Seller shall not be liable to the Buyer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

10.3 If the Force Majeure Event prevents the Seller from providing any of the goods and/or services for more than 24 weeks, either party shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the other.

11. USE OF THE PRODUCTS

11.1 The Buyer undertakes during the use, transport, storage and transformation of the products to comply with all of the rules concerning environmental protection, public health and the protection of people and property and safety instructions of the Buyer.

11.2 The Buyer therefore undertakes to comply with legal regulations and instructions from Univar concerning the products.

11.3 The Buyer undertakes to have its employees follow all of said rules by explaining to them the importance of following these rules when they use, transport, store and transform Univar products.

11.4 The Buyer undertakes to only sell the products to those who are able to use them, store them, transport them or transform them in a manner consistent with the strictest safety rules.

12. RESERVATION OF TITLE CLAUSE

12.1 Ownership of the Univar products will only be transferred to the Buyer when the Buyer (i) has made full payment of the price of the products, in principal and ancillary amounts, even if payment extensions have been granted, (ii) has fulfilled all of its payment obligations or other obligations concerning all of the activities carried out or to be carried out in accordance with the agreement and (iii) has satisfied all requests by Univar concerning failures to fulfil the aforementioned obligations.

12.2 The Buyer shall ensure that any packed products are clearly identifiable as received from belonging to the Seller as far as reasonably possible.

12.3 UNIVAR may recover the Products in respect of which title has not passed to the Buyer at any time and the Buyer irrevocably licenses UNIVAR to recover any Products in respect of which title has not passed to the Buyer.

12.4 The buyer is required to inform Univar immediately of any right exercised by third parties on the goods that are covered by the reservation of title or, if the buyer is aware thereof, of the intention of third parties to exercise their rights on the aforementioned products.

13. TERMINATION

UNIVAR shall be entitled forthwith to terminate any Contract between UNIVAR and the Buyer by written notice if the Buyer fails to pay any invoice in accordance with these conditions or where the control of the Buyer changes during the period of the Contract or where the Buyer commits any continuing or material breach of the Contract. In addition, if the Buyer declares bankruptcy, all ongoing Contracts between the Buyer and UNIVAR shall be cancelled with immediate effect.

14. COMPLIANCE

The Buyer;

- (a) will comply with all applicable laws, statute, and regulations relating to competition, anti-corruption and anti-bribery including, but not limited to, the Bribery Act 2010;
- (b) acknowledges that it has access to, and reviewed, a copy of the Univar Code of Conduct, Trade Compliance Policy, Anti-Bribery Policy Anti-Trust and Corruption Policy at <https://www.univarsolutions.com/> and shall adhere to the principles contained therein, and any further compliance policies provided to the Buyer, as updated from time to time;
- (c) will have and shall maintain in place throughout the term of this agreement its own policies and procedures to ensure continued compliance.

15. GOVERNING LAW AND COURT WITH JURISDICTION

This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of Belgium, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Brussels.

16. MISCELLANEOUS

16.1 Intellectual Property. All trademarks, registered or unregistered design rights, copyrights, confidential information such as colour schemes, knowhow and other intellectual property rights of any

nature ("Intellectual Property") in all Products or services supplied by UNIVAR are owned by UNIVAR and/or its suppliers. UNIVAR reserves the right at any time to require Buyer forthwith to discontinue the use in any manner whatsoever any such trademarks or other Intellectual Property.

16.2 Severability. If any provision of the Contract or of these GTS is found by any court, tribunal or administrative body of competent jurisdiction to wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable the remaining provisions of the GTS and the Contract shall remain in full force and effect.

16.3 Assignment. The benefit of the Contract is specific to the Buyer, cannot be assigned without UNIVAR's consent and any prohibited assignment shall be void. UNIVAR may freely assign, delegate or transfer any Contract, as a part or as a whole, and any of its obligations thereunder to any third party. All the terms and conditions of the Contract shall be binding upon and for the benefit of the Parties hereto and their successors and permitted assigns.

16.4 A Party's delay or failure to enforce or insist on strict compliance with any provision of the GTS or any Contract will not constitute a waiver or otherwise modify the GTS or such Contract. A Party's waiver of any right granted under the GTS or any Contract on one occasion will not (a) waive any other right; (b) constitute a continuing waiver; or (c) waive that right on any other occasion.

16.5 Independent contractor. Nothing contained in these GTS or in any Contract shall create a joint venture or establish a relationship of principal and agent or any other relationship of a similar nature between the Parties. No Party shall have power to act on behalf of or to bind the other in any way.

16.6 Variations. No variation to any Contract or additional terms shall have effect unless signed in writing on behalf of the Seller.

16.7 Data Protection

Should the Buyer receive any personal data, as defined by the General Data Protection Regulations (EU) 2016/679, as amended, replaced or superseded from time to time, including by the laws implementing or supplementing the General Data Protection Regulation (the "GDPR") from the Seller, the Buyer shall ensure that it fully complies with the GDPR and only deals with the data in so far as required to fulfil its obligations under the Contract and these terms.

The Buyer hereby agrees to indemnify the Seller against all claims, demands, actions, suits, judgments, orders, damages, costs, losses, expenses and liabilities suffered or incurred by the Seller as a result of any breach of the GDPR by the Buyer.