

UNIVAR SOLUTIONS s.r.o.
Terms and Conditions of Sale

1. General

In these terms and conditions "**Seller**" refers to Univar Solutions s.r.o., with its registered office at Prague 2, Belgická 642/15, Postcode: 120 00, identification No. 274 20 761, belonging to the Univar holding, and/or any of the Univar holding company, and the "**Buyer**" refers to an individual or a company, both entrepreneurs whose obligations, taking all the relevant circumstances into account, arising under the Contract are related to their business activities, whom a quotation is addressed or whose order is accepted by the Seller. These terms and conditions shall apply in respect of all contracts (the "**Contract**") concluded between the Seller and Buyer for the purchase of goods or services from the Seller (the "**Conditions of Sale**") provided that the Contract explicitly refers to the Conditions of Sale and cumulatively, the Conditions of Sale are known to the contracting parties or appended to the Contract in compliance with Section 1751 of the Act No. 89/2012 Coll., the Civil Code, as amended (the "**Civil Code**").

All references to prices, goods and services contained in the Conditions of Sale shall be taken to mean the prices, goods and services detailed in the relevant order form issued by the Buyer and delivered to the Seller (the "**Purchase Order**") as subsequently accepted or amended by the written acceptance of order form by the Seller delivered to the Buyer (the "**Acceptance of Order**"). The Contract shall be concluded once the Acceptance of Order is delivered to the Buyer.

2. Application of the Conditions of Sale

2.1 The Contract shall be governed only by the Conditions of Sale, unless the Parties agreed in writing (i) to exclude the application of the Conditions of Sale or any part thereof; or (ii) to amend the terms of the Conditions of Sale. If no such agreement has been reached, then:

2.1.1 no other conditions irrespective of:

- (a) the form of their creations,
 - (b) the fact whether or not such conditions were included in the Purchase Order or implied by any other means such as custom practice,
- shall amend the Contract and/or rights and obligation of the Parties; and

2.1.2 the acceptance of the delivery of the goods or services from the Seller by the Buyer shall constitute full and entire acceptance of the Conditions of Sale and all the terms of the Seller's offer.

2.2 The Conditions of Sale prevail over relevant provisions of any applicable statute with no compulsory nature.

2.3 The Parties hereby disapply Sections 564, 1727, 1728 (2), 1749 (1), 1750, 1799 and 1800 of the Civil Code in respect of the Contract and its amendments. The Buyer hereby accepts the risk of change of circumstances in accordance with Section 1765 of the Civil Code. The Buyer hereby waives his right to seek cancellation of an obligation under the Contract pursuant to Section 2000 (2) of the Civil Code. Each of the parties declares that it does not consider itself to be a weaker party in relation to the other party within the meaning of Civil Code.

2.4 In case of any discrepancy between the Conditions of Sale and any other documents, quotations, offers and tenders submitted by the Buyer, the Conditions of Sale shall prevail. In case of any discrepancy between the Conditions of Sale and the terms incorporated by the agreement of the Seller and the Buyer in writing into the Contract, the arrangement in the

Contract shall prevail.

- 2.5 The Purchase Order constitutes an offer by the Buyer to purchase goods in accordance with these conditions.
- 2.6 The Purchase Order shall only be deemed to be accepted when the Seller issues a written Acceptance of Order at which point and on which date the Contract shall come into existence (the “**Commencement Date**”).

3. Delivery

- 3.1 Except where otherwise agreed in writing, the Seller shall deliver to the Buyer's premises stated in the Purchase Order.
- 3.2 Time for delivery of goods and completion of the services shall be set in the Acceptance of Order by the Seller as accurately as possible but is for information purposes and can be reconsidered by the Seller. In the event that the Seller is unable to deliver the goods or complete the services at the indicated time, it shall use its reasonable endeavors to notify the Buyer of the delay. Upon notice by the Seller, the Buyer agrees to negotiate in good faith with the Seller 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 withdraw from the Contract and seek alternative goods at its own cost and risk.
- 3.3 The Seller reserves the right to deliver less or more than the quantity of goods ordered in the Purchase Order by up to 5% and the Buyer shall pay for the quantity actually delivered. Measurements of volume or weight are also subject to variation as a result of normal manufacturing or packing processes and the Buyer must accept such variations up to 5% of the stated measurement.
- 3.4 The Buyer is obliged to take over the delivered goods or completed services or any part thereof in compliance with the Contract. The Seller may deliver the goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment. Failure or delay of the Buyer to take over the delivery of one or more installments of goods or services shall entitle the Seller to terminate the Contract either in whole or in the part relating to delayed or untaken goods. Any costs and damages caused by such failure or delay to the Seller, shall be borne by the Buyer and the Seller shall be entitled to claim such costs or/and damages via invoice delivered to the Buyer.
- 3.5 No liability can be accepted for alleged defects, where such defects are reasonably apparent upon inspection, unless the Buyer notifies:
 - (a) the Seller's site from which the goods were ordered; or
 - (b) the Seller's usual customer representative,
 - within 3 working days of receipt of the goods, and confirms by notification in writing within 7 working days of receipt of the goods. For latent and not reasonably apparent defects, Seller must be notified within 5 working days of discovery and in any event no later than 3 months from the date of delivery.
- 3.6 Where the Seller is notified of the defects in accordance with this provision, the Seller shall repair or replace the goods at its sole discretion.
- 3.7 If the Buyer does not promptly discharge road tankers used to deliver the goods to the Buyer, the Buyer shall indemnify the Seller against any liability whatsoever, including, but not limited to, a liability to pay demurrage or similar payments owed to the owner/operator of the road tanker in respect of the consequent delay.
- 3.8 Goods are not permitted for resale by the Buyer unless expressly agreed in writing by the Seller.

4. Price and Payment

- 4.1 Subject to condition 4.2 and 4.3 below, the price for the services or each delivery of goods will be as detailed in the relevant Purchase Order, as amended by the relevant Acceptance of Order, as amended in accordance with condition 4.2 and/or 4.3 below or, if no pricing information is contained therein, will be in accordance with the Seller's price list in force at the Commencement Date. In the event of a conflict any price revision in accordance with condition 4.2 and/or 4.3 below shall prevail, or if the price has not been revised, the price in the Acceptance of Order shall prevail and, if no price information is contained therein, the price in the Purchase Order shall prevail.
- 4.2 Increase of prices
- 4.2.1 The Seller shall be entitled to increase the price of the goods every six months after the date of the Acceptance of Order for any reason or more frequently if the Seller (in its sole discretion) considers the same to be justified by reason of any material increase in the prices of raw materials used by the Seller or other overhead costs incurred by the Seller in the supply of the goods.
- 4.2.2 The Seller shall provide the Buyer with 21 days advance notice of any price increase. The Buyer shall be entitled to cancel its order by delivery of a written notice to the Seller, only if the goods or services provided under that relevant Purchase Order are provided by the Seller out of the Seller's normal stock offering and do not form part of a particular stocking arrangement, such notice to be given within 7 days of the Buyer receiving notice of the price increase. If written notice of cancellation is not received by the Seller within 7 days then the Contract will continue in force.
- 4.3 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 Products 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".
- 4.4 All prices (which unless otherwise specifically stated are exclusive of VAT and any other applicable taxes, including fuel duty, where applicable, and do not include delivery or package charges) are net and are not subject to any discount. Payment must be received to the account nominated by the Seller in the Acceptance of Order by the 20th day of the month following the month of delivery of the goods or services, or no later than the last working day before the due date if the date falls on a nonworking day. The Buyer will pay all amounts due under the Contract in full and without any deduction, withholding or set-off.
- 4.5 If the payment is made to the Seller's bank account, the price shall be considered as paid on the day when the amount is credited to the Seller's bank account.
- 4.6 At the Seller's complete discretion, it may charge default interest at the rate of 8% per annum above the Czech National Bank repo rate valid as of the first day of the calendar half year in which the Buyer's default in payment occurred. The sum shall be payable daily and compounded quarterly and shall be chargeable on the entire sum outstanding where payment is not made in accordance with condition 4.4.
- 4.7 Where the Buyer defaults in payment, the Seller shall be entitled to suspend any or all further deliveries and the performance of services under the Contract and under any other Contract between the Seller and the Buyer until the full payment of the due amount to the Seller and demand immediate payment of all sums owed, or yet to be invoiced, by the Buyer to the Seller or any affiliated companies on any account.
- 4.8 Where the Buyer defaults in payment, the Seller shall be entitled at his own discretion to rescind the Contract effective on the day when the notice of rescission is delivered to the Buyer. In this case the totality of the sums due is becoming immediately payable, unless the delivered goods are returned to the Seller.

- 4.9 Where goods are delivered by installments or the services performed in stages the Seller may invoice each installment or stage separately and the Buyer shall pay such invoice in accordance with the Conditions of Sale.
- 4.10 The Seller has the right to issue a supplementary invoice in respect of any increase in tax or duty between the date of dispatch and the date of delivery for which the Seller may be liable to the appropriate authorities.
- 4.11 No disputes arising under the Contract or delays (other than delays acknowledged by the Seller in writing) shall interfere with prompt payment by the Buyer.

5. Payment for Containers

- 5.1 Subject to condition 5.2, the Seller shall be entitled to charge the Buyer for crates, drums, boxes, cases, carboys or other types of packaging where such packaging is used for transportation of the goods to the Buyer. Where the Seller has indicated to the Buyer that such packaging is returnable to the Seller, the Buyer shall return them to the Seller in good condition within 2 months, carriage paid, and the Seller will credit the Buyer for such returned packaging in his next account. Rates of charge and credit will be as notified from time to time. All returnable packages which are not returned to Seller in accordance with this provision not complete or in good condition, and which have not previously been charged for, will be invoiced at the standard rate, payment of such invoice being due in accordance with condition 4.4.
- 5.2 Where the Buyer uses SAFE-TAINER™ containers, the Buyer shall notify the Seller as soon as empty SAFE-TAINER™ containers are available for collection and the Seller shall arrange collection of such containers with the Buyer. The Buyer shall be entitled to use each SAFE-TAINER™ container free of charge for a period of 56 days from the date of delivery of that container (the "**Charge Free Period**"). Any SAFETAINER™ containers not made available for collection within the Charge Free Period will be invoiced at the standard rate per container per day, payment of such invoice being due in accordance with condition 4.4.
- 5.3 Containers provided by the Seller must not be used for the storage or holding of any goods other than those goods delivered by the Seller unless the Sellers prior written consent is obtained.

6. Credit

The Seller reserves the right, at any time, to withhold credit facilities from or to limit the amount or period of credit it will grant to Buyer.

7. Guarantee

- 7.1 Except as otherwise expressly provided in the Conditions of Sale or in the Contract, the Buyer hereby expressly waives, to the fullest extent permitted by the Civil Code, its rights from defective performance arising from the contractual relationship with the Seller.
- 7.2 The goods supplied by the Seller shall at the point of delivery be in accordance with the specification supplied by the Seller (if any) and shall be of satisfactory quality for the time period of 3 months or shelf life of the goods, whatever expires earlier. The goods are not tested or sold as fit for any particular purpose unless specifically confirmed in writing by the Seller. The services shall also conform to the specification supplied by the Seller (if any) and be carried out with all reasonable care and skill.
- 7.3 The guarantee period for goods set out in Clause 7.2 shall begin to run on the day when the Buyer takes over the goods or services or when such take over should take place but the Buyer failed to take it over.
- 7.4 If the condition of the goods or services is such as might or would (subject to the Conditions of Sale) entitle the Buyer to claim damages, to repudiate the Contract or to reject the goods or services the Buyer must first ask the Seller to repair the goods or supply satisfactory substitute goods or services and the Seller shall then be entitled at its option to repair or supply satisfactory

substitute goods or services free of cost and within a reasonable time or to repay the price of the goods or services in respect of which the complaint is made.

- 7.5 If the Seller does so repair or supply satisfactory substitute goods or services or effect repayment under condition 7.4, the Buyer shall be bound to accept such repaired or substituted goods or services or repayment.
- 7.6 In addition, the Buyer agrees to comply with all of its obligations under the applicable legal regulations, in particular but not limited to the EU Regulation concerning Registration, Evaluation, Authorization and Restriction of Chemicals (EC1907/2006) (the "**REACH Regulation**") and Act No. 350/2011 Coll., on chemical substances and mixtures, as amended. In particular, but without limitation, the Buyer shall provide, on a timely basis, to the Seller all relevant new information on hazardous properties of the goods. The Buyer shall comply with any safety information on the goods supplied to it and ensure that their customers are provided with all the information required to use their goods safely.

8. Liability

- 8.1 Nothing contained in these Conditions of Sale shall limit or restrict the Seller's liability under the mandatory provisions of laws of the Czech Republic or other matters for which liability may not be limited or excluded under relevant law.
- 8.2 The Seller or the Seller's manufacturers or suppliers provide written instructions and/or advice to the Buyer for the safe use of the Seller's goods and containers (such as crates, drums, boxes, cases or carboys) and other types of packaging (further copies available on request). The Seller 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 Sellers' goods, containers or other packaging in accordance with the written safety instructions and/or advice.
- 8.3 The Buyer is responsible for ensuring that the goods is used according to the Seller's instructions or instructions of Seller's manufacturers and in normal foreseeable condition of use and in accordance with safety and environmental legislation effect at the place of use, as well as with industry practice.
- 8.4 Where the Seller delivers goods and containers/packaging to the Buyer, the point of delivery will be the delivery vehicle's side and the Seller accepts no liability whatever for any losses, costs or other claims in connection with the transfer of the goods and containers/packaging from the vehicle side to the Buyer's storage location or offloading.
- 8.5 Where the Buyer receives goods via a Power Take Off delivery system, it is the Buyer's responsibility to ensure that all operating instructions and health and safety procedures are followed at the point of delivery and the Seller accepts no responsibility for any claims, losses, costs or damage caused at and from the point of transfer to the Buyer's installation.
- 8.6 Where the Seller delivers the goods to the Buyer, the Seller ensures that all packaging in the form of crates, drums, boxes, carboys etc are suitable to protect the goods from damage during delivery. The Seller can accept no liability for any loss or damage caused where such packaging is used for the further transportation of the goods or other unconnected goods and the Buyer must satisfy himself that the goods are safely packaged for such transportation.
- 8.7 Where the Buyer collects the goods from the Seller, although the Seller may inspect any collection vehicle used by the Buyer, the Seller shall not be responsible for any losses caused or claims made to the Buyer as a result of the unsuitability/inappropriateness of the vehicle in any respect whatsoever.
- 8.8 Unless the Seller has specifically confirmed to the Buyer that the goods are suitable to be mixed with any other goods, the Seller accepts no liability for admixture of the goods with any other goods and it shall be the Buyer's sole and entire responsibility to ensure that the goods concerned and the containers to be used are entirely suitable for such admixture and/or for transfer of such.

9. Intellectual Property

All trademarks, registered or unregistered design rights, copyrights, confidential information such as color schemes, knowhow and other intellectual property rights of any nature (the "**Intellectual Property**") in all goods or services supplied by the Seller are owned exclusively by the Seller and/or its suppliers. Any transfer of any part of the Intellectual Property shall be subject to an agreement between the Seller and the Buyer. The Seller reserves the right at any time to require Buyer forthwith to discontinue the use in any manner whatsoever any such trade marks or other Intellectual Property.

10. Risk

The risk of damage to the goods shall remain with the Seller until delivery by the Seller or takeover of the goods by the Buyer or payment for the goods by the Buyer, whichever is the earlier, at which time the risk of damage to the goods shall be transferred to the Buyer.

11. Reservation of Title

- 11.1 Title to the goods shall only pass to the Buyer if the Buyer has paid to the Seller all sums (including any default interest) due in respect of the relevant delivered goods to the Seller under the Contract and under all other contracts between the Seller and the Buyer (including any sums due under contracts made after the Contract) whether or not the same are immediately payable.
- 11.2 The Seller may recover goods in respect of which title has not passed to the Buyer at any time and the Buyer irrevocably licenses and authorizes the Seller, its officers, employees and agents to enter upon any premises of the Buyer, with or without vehicles, for the purpose either of satisfying itself that condition 11.3 below is being complied with by the Buyer or of recovering any goods in respect of which title has not passed to the Buyer.
- 11.3 Until title to the goods has passed to the Buyer under the Conditions of Sale, the Buyer shall possess the goods as depositary of the Seller. The Buyer shall store the goods separately from other goods and shall ensure that they are clearly identifiable as belonging to the Seller. During such time as the Buyer possesses the goods with the Seller's consent, the Buyer may in the normal course of business sell or hire the goods as principal but without committing the Seller to any liability to the person dealing with the Buyer. Each paragraph or sub-paragraph of this condition is separate, severable and distinct. The Buyer has no right to any remuneration or compensation of costs for keeping the goods in custody.

12. Ex Stock Goods

Ex-stock goods are offered subject to the same not having been sold elsewhere prior to receipt of unqualified acceptance of the Seller's quotation.

13. Variations

No variation to any Contract or additional terms shall have effect unless signed in writing on behalf of the Seller by an executive director of the Seller or other duly authorized person.

14. Assignment

The Contract is between the Seller and the Buyer as principal and is not assignable without the prior written consent of the Seller. Only after the Seller's prior written consent is given the Buyer is entitled to assign receivables hereunder from the Seller, or use them as collateral to secure its debts to a third party. Only after obtaining the Seller's prior written consent the Buyer is entitled to unilaterally set off receivables resulting herefrom. The parties agree that the Seller is entitled to unilaterally set off a due or not-yet-due receivable against a receivable

of the Buyer, even if it is not yet due.

15. Confidentiality

The Buyer shall not, without the Seller's consent, disclose or make use of information contained in any specifications of goods or formulations of the Seller, or any other information which the Seller makes known to the Buyer is of a confidential nature or such information which can reasonably be implied to be of a confidential nature, other than for the execution of the Acceptance of Order by the Seller and the Buyer shall restrict disclosure of such confidential material to such of its employees, representatives or subcontractors as need to know the same for the purpose of discharging the Buyer's obligations to the Seller and shall ensure that such employees, representatives or subcontractors are subject to like obligations of confidentiality as bind the Buyer. This clause shall survive the termination of the Contract.

16. Termination

16.1 The Seller shall be entitled forthwith to terminate any Contract by a written notice:

16.1.1 if the Buyer fails to pay any invoice in accordance with the Conditions of Sale,

16.1.2 where the control of the Buyer changes during the period of the Contract; or

16.1.3 where the Buyer commits any material breach of the Conditions of Sale or makes any composition with its creditors or suffers any distress or execution to be levied upon its assets or is wound up either compulsorily or voluntarily or suffers a receiver of any of its assets to be appointed or otherwise ceases or threatens to cease to carry on its business.

16.2 The termination is effective as of delivery of the notice to the Buyer.

17. Force Majeure

17.1 For the purposes of the 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. 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 (the "**Force Majeure Event**").

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

17.3 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 the Contract immediately by giving written notice to the other. The notice is effective as of its delivery of the notice to the other party.

18. Compliance

The Buyer;

18.1 undertakes to comply with all applicable laws, statute, and regulations relating to anti-trust, anti-corruption and anti-bribery including, but not limited to, the Bribery Act 2010;

- 18.2 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;
- 18.3 will have and shall maintain in place throughout the term of the business cooperation under the Contract and/or the Conditions of Sale its own policies and procedures, including adequate procedures under the matters referred to at 18.1 and 18.2, to ensure continued compliance.

19. Governing Law and Jurisdiction

The Contract, the Conditions of Sale and all non-contractual obligations arising out of or in connection with the Contract or the Conditions of Sale shall be governed and interpreted in all respects by laws of the Czech Republic, especially by the Civil Code, and shall be subject to the jurisdiction of the courts of the Czech Republic. The application of the UN Convention on Contracts for the International Sale of Goods (the Vienna Convention dated 11 April 1980) is excluded in full and it does not apply to the Contract or the relations established hereby.

20. Rights of Third Parties

A person who is not a party to the Contract has no right to enforce any term of the Contract or the Conditions of Sale.

21. Severability

If any of the terms, conditions, clauses or sub-clauses of the Conditions of Sale are found by any court or administrative body of competent jurisdiction invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the Conditions of Sale, which will remain in full force and effect.

22. Non-waiver

A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

23. 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.

Version 004

September 2019