

**IMPORTANT NOTICE:**

***Please note that these general terms and conditions (these “Conditions”) contain provisions that differ from the default provisions of Hungarian law and may differ from standard contractual terms and conditions that are customary in similar transactions or are otherwise used in other transactions and, therefore, you must carefully read and consider, and ensure that you fully understand, these Conditions before entering into any transaction involving the supply of goods and/or services to the Buyer (as defined below). By entering into any such transaction (unless specifically agreed otherwise in writing between you and the Buyer) you will state your acceptance of, and will agree that such transaction will be governed by, these Conditions.***

**UNIVAR SOLUTIONS HUNGARY SALES LTD**  
**GENERAL TERMS AND CONDITIONS OF PURCHASE**

**1. General**

In these Conditions, “**Buyer**” refers to Univar Solutions Hungary Sales Ltd. (in Hungarian: Univar Solutions Magyarország Kft.; registered seat: Hungary, 5 Rétköz utca, 1118 Budapest, Hungary; company registration number: Cg. 01-09-866366; tax number: 13654056-2-43) and “**Seller**” refers to the individual, firm or company with whom the Buyer has placed an Order (as defined below) (the Buyer and the Seller together, the “**Parties**” and each, a “**Party**”). The term “**Contract**” shall refer to any Order placed by the Buyer, and accepted by the Seller for the delivery of Goods (as defined below) and/or the provision of services. “**Order**” means the Buyer’s written instruction for the supply of the Goods and/or services, incorporating these Conditions. “**Goods**” means any goods agreed in the Contract to be bought by the Buyer from the Seller (including any part or parts thereof).

**2. Terms**

- (a) An Order constitutes an offer by the Buyer to purchase Goods and/or services from the Seller in accordance with these Conditions.
- (b) An Order shall be deemed to be accepted on the earlier of: (i) the Seller issuing a written acceptance of the Order in accordance with Clause 3.1; or (ii) any act by the Seller consistent with fulfilling the Order within the period set forth in Clause 3.1, at which date the Contract shall come into existence without prejudice to Clause 3.3.
- (c) For the avoidance of doubt, these Conditions in whole form an integral part of and apply to the Contract to the exclusion of any other terms that the Seller seeks to impose or incorporate (including any conditions of sale of the Seller), or which are implied by trade (whether between the Parties or in the industry in which the Parties are active), custom, practice or course of dealing, unless otherwise stated by the Buyer in the Order.

**3. Orders**

3.1 All Orders, including Orders for direct deliveries, shall be acknowledged by the Seller prior to dispatch or within 5 working days of the Seller’s receipt of the Order, whichever is the earlier, confirming quantity, product specification, price and delivery date.

3.2 Unless: (i) the Buyer’s Order is confirmed in writing within 5 working days of the receipt of the Order in accordance with Clause 3.1; or (ii) delivery takes place within that time in response to the Order, the Buyer shall cease to be bound by it.

3.3 Any modified acceptance of the Buyer’s Order by the Seller made within the period set forth in Clause 3.1 is required to be expressly set out in writing. In this case, and notwithstanding anything to the contrary

in these Conditions, the Contract shall come into existence only when such modifications are approved by the Buyer in writing.

#### **4. Delivery and Quantity**

4.1 In the absence of any agreement to the contrary the Goods shall be delivered, carriage paid, by the Seller to the Buyer's premises on the stipulated date and time at the expense of the Seller. The time for delivery shall be of the essence of the Contract (in Hungarian: "*lényeges elem*") and the Buyer reserves the right to cancel the Contract without redress to the Seller, in respect of either the whole or the unexecuted part of the Order, if the delivery is not made within the time specified in the Contract. If the Goods are delivered to the Buyer in excess of the quantities ordered, the Buyer shall not be bound to accept delivery and pay for the excess, and any excess shall be and shall remain at the Seller's risk (in Hungarian: "*kárveszély*") and shall be returnable at the Seller's expense. Deliveries in instalments will only be accepted with the Buyer's prior written consent.

4.2 The Buyer shall not be deemed to have accepted the Goods until it has had 5 working days to inspect them following delivery. The Buyer shall also have the right to reject the Goods, as though they had not been accepted in the first place, for 5 working days after any latent defect in the Goods has become apparent.

4.3 If the Seller is responsible for the delivery or for arranging the delivery of the Goods to the Buyer's premises, the Seller will be liable for all damages which caused by it or its carrier to the Goods or to the Buyer's property in the course of the delivery and the completion of offloading. If the Goods are delivered before the date specified in the Contract, the Buyer shall be entitled at its sole discretion to refuse to take delivery or to charge for insurance and storage of the Goods until the contractual date for delivery.

4.4 In the case of Goods supplied from outside of Hungary, the Seller shall ensure that accurate information is provided to the Buyer as to the country of origin of the Goods and shall be liable to the Buyer for any additional duties or taxes for which the Buyer may be accountable should the country of origin prove to be different from that advised by the Seller. Without prejudice to any other provision of these Conditions, the Seller shall pay the costs of customs formalities as well as all duties, taxes and other official charges payable upon exportation and importation of the Goods, unless otherwise agreed. Unless otherwise stated in the Order, the Seller is responsible for obtaining all the export and import licences for the Goods and shall be responsible for any delays due to such licences not being available when required.

4.5 Deliveries must be booked in, with the relevant Buyer site, at least 24 hours prior to delivery unless otherwise stated on the Order.

4.6 The Seller will ensure that deliveries of food, personal care or pharmaceutical products are not included in mixed loads with hazardous, industrial or corrosive substances. The Seller will further ensure that all products and primary packaging are appropriately protected from adulteration and contamination during storage and transit.

#### **5. Proof of Delivery ("P.O.D")**

Where the Buyer has requested the Seller to deliver directly to the Buyer's customer, a signed P.O.D. (with all details, including the Buyer's customer's signatory name, clearly printed) must be provided by the Seller to the Buyer's site from where the Order was placed. The P.O.D. must quote the number of the Buyer's Order, and the quantity and description of the Goods delivered, and it must be delivered at the relevant site of the Buyer, free of charge, within 3 working days of the delivery of the Goods.

#### **6. Certificates of Analysis**

Certificates of Analysis of all components of chemical Goods shall be provided by the Seller to the Buyer

free of charge with all deliveries or must be faxed prior to delivery, unless otherwise agreed in writing. They must quote the batch number and the number of the Buyer's Order.

## **7. Quality**

The Goods shall be without fault and of the best available design, quality, material and workmanship, and they shall conform in all respects to the Order and any specifications supplied or advised by the Buyer to the Seller. The Buyer's rights under the Conditions are in addition to the statutory conditions implied in favour of the Buyer. The Seller warrants, represents and undertakes to the Buyer that:

7.1 the Goods are supplied in accordance with the specification agreed by the Parties and have been tested accordingly by the Seller;

7.2 the Goods are of good quality, free from faults or defects and where the Goods are custom designed, blended or manufactured for the Buyer, or technical advice in relation to their formulation, application and use has been provided by the Seller, the Seller warrants that the Goods are fit for their purpose;

7.3 all information provided by the Seller to the Buyer in relation to the Goods is true and accurate in all material respects;

7.4 it has provided the Buyer with all product and technical information as may be required by law; and

7.5 the Buyer shall be entitled to inspect the Goods during their manufacture and prior to delivery, where requested.

## **8. Demurrage**

Demurrage shall only be accepted after the standard time of 3 hours from the agreed booking time. If the Seller misses the booking time no demurrage will be paid.

## **9. Inspection**

The Buyer reserves the right to reject any Goods or workmanship which is proved on inspection to be faulty in quality or construction, or is not of satisfactory quality, or is not reasonably fit for the purpose for which it is supplied, or which is not in accordance with the Order or not in accordance with the agreed specifications. The Seller undertakes to replace such rejected Goods with all reasonable speed if requested to do so by the Buyer. The Buyer shall be under no obligation to accept such replacement of Goods. Any money paid to the Seller in respect of the rejected Goods shall be repaid forthwith by the Seller upon demand by the Buyer. The Buyer reserves the right to reject the Goods in whole, regardless of whether any parts of the Goods have been accepted by the Buyer.

## **10. Title and Risk**

Unless otherwise stated in the Order, any risk associated with the Goods (in Hungarian: "kárveszély") shall pass to the Buyer on the completion of delivery at the place specified in the Order including direct deliveries to the Buyer's customer and title to the Goods or any part thereof shall pass to the Buyer on the earlier of the delivery of the Goods or upon sooner payment but nothing in this condition shall effect any right of the Buyer to reject the Goods.

## **11. Price**

The price payable shall be that specified in the Order and unless otherwise agreed in writing by the

Buyer shall be exclusive of value added tax but inclusive of all other charges, including without limitation, in relation to the delivery of the Goods and any applicable duties or taxes. The invoice must be raised in the currency which is stated on the Order.

## **12. Payment**

The Buyer's standard payment terms of 60 days from the Seller's written demand for payment or the issuance by the Seller of the relevant invoice apply to all Orders unless otherwise agreed in writing. The time for payment shall not be of the essence of the Contract (in Hungarian: "*lényeges elem*"). The Buyer shall be liable for interest on late payments at five per cent (5%) per annum.

## **13. Invoices**

All invoices must be sent to the "Accounts Office" of the Buyer and must quote the number of the relevant Buyer's Order. Without this, the Buyer cannot process and shall not be liable for the failure of processing any payments to the Seller.

## **14. Offset of amount due**

The Buyer may deduct from any amounts due or becoming due to the Seller any amount that may be due to the Buyer from the Seller.

## **15. Indemnity**

The Seller shall indemnify the Buyer against all losses, actions, costs, claims, demands, expenses and liabilities, howsoever arising or incurred by the Buyer, whether in contract (in Hungarian: "*szerződésszegéssel okozott károkért való felelősség*") or tort (in Hungarian: "*szerződésen kívül okozott károkért való felelősség*"), in relation to:

15.1 the failure of the Seller to supply Goods which conform with all applicable legislation at the time of supply;

15.2 the provision of insufficient and/or inaccurate and/or incomplete information by the Seller;

15.3 the failure of the Seller to provide adequate written notice of any change in the specification of the Goods; and

15.4 where condition 7.3 applies, any breach of warranty as to fitness for purpose.

## **16. Statutory Requirements**

16.1 The Goods and/or services shall be provided by the Seller in compliance with all applicable laws and regulations. To the extent that any codes, guidance and/or requirements are advisory rather than mandatory, the standard of compliance to be achieved by the Seller shall be the best practice of the relevant industry. In all cases, the costs of compliance shall be borne by the Seller.

16.2 All Goods supplied shall be of the nature, substance and quality described by the Seller and as set out above in Clause 7.

16.3 The Seller will obtain, and at all times maintain, all necessary licences and consents, and comply with all applicable laws and regulations, and observe all health and safety rules and regulations and any other security requirements, that are applicable to any of the Buyer's premises.

## **17. REACH**

17.1 The Seller shall provide the Buyer in a timely manner with all relevant information required for the Buyer to comply with its obligations under the EU Regulation on REACH (EC1907/2006) (the "**REACH Regulation**").

17.2 Where the Seller is located outside of the European Union and there is a requirement to pre-register and/or register the Goods pursuant to the REACH Regulation, the Buyer and the Seller shall agree who the registrant shall be.

17.3 Where the Seller is the registrant, it shall pre-register and register the Goods at its own cost and expense in a timely manner in accordance with the REACH Regulation. Failure to do so shall constitute a material breach and entitle the Buyer to terminate the Contract in accordance with Clause 22 of these Conditions.

17.4 Where the Buyer is the registrant, the Seller shall supply at the Seller's cost all relevant information and co-operate fully with the Buyer in order to pre-register and register the Goods on a timely basis under the REACH Regulation. In addition, the Seller agrees to reimburse the Buyer on an indemnity basis for all costs incurred by the Buyer in complying with the obligations imposed by the REACH Regulation. The failure by Seller to comply with these obligations shall allow the Buyer to terminate the Contract in accordance with Clause 22 of these Conditions.

17.5 The Seller shall ensure that all safety data sheets relating to the Goods are kept up-to-date and shall as soon as reasonably practicable inform the Buyer of any information it acquires or becomes aware of concerning any hazardous properties of the Goods or risk management measures relating to the Goods.

## **18. Changes to products, processes or site of manufacture**

The Seller shall notify the Buyer in writing in good time if it intends to make changes to products and/or processes, make alterations to specifications/analytical methods, relocate the site of manufacture, or make other material changes relating to the Goods. If the Seller fails to notify the Buyer of any such changes at least 30 days prior to such change, the Buyer shall be entitled to terminate the Contract forthwith.

## **19. Subcontracting**

Orders may not be assigned or subcontracted either wholly or in part without the written consent of the Buyer.

## **20. Intellectual Property**

The Seller warrants that the design, construction, quality and supply of the Goods specified in the Order will not infringe any patent, trade mark, service mark, registered design, know-how, confidential information, rights under licences or copyright or rights of the same or a similar effect or nature in any part of the world and shall indemnify the Buyer against any action, claim, demand, costs, charges and expenses (including legal costs) arising from, or incurred by reason of, any infringement of this warranty. This Clause 20 shall survive the termination of the Contract.

## **21. Confidentiality**

The Seller shall not, without the Buyer's consent, disclose or make use of information contained in any specifications of products or formulations of the Buyer, or any other information which the Buyer expressly identifies to the Seller as confidential in nature or such information which can reasonably be implied to be of a confidential nature, other than for the execution of an Order from the Buyer, and the Seller shall restrict disclosure of such confidential material to such employees, agents or subcontractors

who need to know the same for the purpose of discharging the Seller's obligations to the Buyer and shall ensure that such employees, agents or subcontractors are subject to the same obligations of confidentiality as the Seller. This Clause 21 shall survive the termination of the Contract.

## **22. Termination**

22.1 Without prejudice to any other rights of the Buyer, the Buyer shall be entitled to terminate the Contract forthwith in the following events:

22.1.1 the Seller commits a material breach of any of the terms and conditions of these Conditions or any other parts of the Contract; or

22.1.2 any distress, execution or other process is levied upon any of the assets of the Seller; or

22.1.3 the Seller has a bankruptcy order made against him, or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Seller or notice of intention to appoint an administrator is given by the Seller or its directors or by a qualifying floating charge holder, or a resolution is passed or a petition presented to any court for the winding-up of the Seller or for the granting of an administration order in respect of the Seller, or any proceedings are commenced relating to the insolvency or possible insolvency of the Seller; or

22.1.4 the Seller ceases or threatens to cease to carry on its business; or

22.1.5 the financial position of the Seller deteriorates to such an extent that in the opinion of the Buyer the capability of the Seller to adequately fulfil its obligations under the Contract has been placed in jeopardy.

22.2 The Buyer shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Seller written notice whereupon all work on the Contract shall be discontinued and the Buyer shall pay to the Seller fair and reasonable compensation for work in progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss. The termination of the Contract, howsoever arising, will be without prejudice to the rights and duties of the Buyer accrued prior to termination and the Parties shall settle all outstanding obligations with each other. The conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

## **23. Insurance**

The Seller shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under these Conditions and the Contract or any other claims or demands which may be brought or made against the Seller by any person suffering any injury, damage or loss in connection with the Conditions including, but not limited to, (a) Product Liability Insurance to the value of \_\_\_ per claim and (b) Employers Liability Insurance to the value of \_\_\_ per claim. The Seller shall, upon request by the Buyer, produce to the Buyer its policy or policies of insurance, together with the receipt for the last premium in respect of each policy.

## **24. Force Majeure**

- (i) For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of either party including but not limited to strikes, lock-outs or other industrial disputes (except involving the affected party's own workforce), act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction,

- fire, flood, storm, the imposition of any embargo, export or import restrictions, quota or other restrictions or prohibitions, or the failure to grant any necessary licence or consent and, where relating to the Buyer, any import restriction or material change in import tariffs and costs arising as a result of or in connection with the United Kingdom's withdrawal from the European Union having an impact on the Buyer's ability to fulfill its obligation under this Agreement.
- (ii) Neither Party shall be liable to the other for any delay or failure to perform its obligations under the Contract resulting from a Force Majeure Event.
  - (iii) If the Force Majeure Event prevents either Party from complying with its obligations under the Contract for a period exceeding 4 weeks, either Party may, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the other.

## **25. General**

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

## **26. Third Party Rights**

A person who is not a party to the Contract (a "**third party**") shall have no rights to enforce any term of the Contract.

## **27. Consumer Protection rules**

27.1 The Seller warrants that all Goods supplied to the Buyer together with all necessary instructions, information and warnings supplied with them will be designed, manufactured and produced in such a manner as to ensure that under no circumstances could the Goods be held to be defective pursuant to rules concerning consumer protection.

27.2 If the Seller becomes aware at any time of any incidents, events or discoveries which are in any way relevant to the safe operation of Goods previously supplied, the Seller shall without delay issue written notice of them to the Buyer.

27.3 The Seller shall indemnify, reimburse and compensate the Buyer for all losses and damages (including costs, expenses and charges for legal action in which the Buyer may be involved) which the Buyer may incur or have to bear as a result of any claim or claims from the Goods being adjudged defective pursuant to rules concerning consumer protection.

27.4 The Seller undertakes to maintain adequate insurance cover (with insurers of repute) in respect of liability and shall produce without delay upon the Buyer's request a copy or copies of the relevant policy or policies of insurance.

## **28. Product Safety and Product Recall**

28.1 The Seller shall immediately notify the Buyer (and where such notification is oral, confirm such notification in writing as soon as reasonably practicable) if the Seller has any reason to believe or suspect that there is any defect in the Goods that would render the Goods unsafe to any purchaser or user of such Goods or cause an unacceptable risk to consumers, or any error or omission in the instructions for use and/or assembly of the Goods which exposes or may expose consumers to any risk of death, injury or damage to property and the Seller shall promptly provide the Buyer with all of the relevant details (as the Buyer may reasonably request) relating to the circumstances giving rise to the notification.

28.2 Without prejudice to the Seller's product safety obligations under any relevant legislation, the Seller shall at its own cost and expense:



28.2.1 use all reasonable endeavours to co-operate with the Buyer to take any remedial action necessary to minimise the impact of any defect in the Goods including without limitation making any agreed notifications to the relevant enforcement authorities, and issuing any written or other notification to the Buyer's customers about the manner of or operation of the Goods;

28.2.2 recall any Goods already sold by the Buyer to its customers;

28.2.3 collect any recalled Goods or defective Goods held by the Buyer;

28.2.4 appropriately destroy and dispose of any recalled Goods;

28.2.5 comply with any reasonable directions (including, without limitation, any request of the Buyer to label the Goods in a manner that the Buyer deems appropriate to warn consumers) of the Buyer in respect of the Goods; and

28.2.6 comply with any other arrangements as may be agreed between the Parties in respect of the Goods.

28.3 The Seller shall indemnify the Buyer against all costs, claims, liabilities, proceedings and expenses incurred by the Buyer by reason of any act or omission of the Seller or any breach by the Seller of the terms of these Conditions which renders the Goods defective or unsafe.

## **29. Law**

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 Hungary, and the Parties irrevocably submit to the exclusive jurisdiction of the courts of Hungary.

## **30. Compliance**

The Seller:

- (a) shall comply and shall procure that all of its subcontractors, agents, employees and directors comply with all applicable laws, statutes, and regulations relating to competition, anti-corruption and anti-bribery including but not limited to the Bribery Act 2010 of the United Kingdom;
- (b) acknowledges that it has access to, and has reviewed, a copy of the Univar Code of Conduct, Trade Compliance Policy, Anti-Bribery Policy, and Anti-Trust and Corruption Policy available 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; and
- (c) will have and shall maintain in place throughout the term of the Contract, its own policies and procedures, including adequate procedures relating to the matters referred to under Clauses 30(a) and 30(b), to ensure its continued compliance with applicable laws.

## **31. Non-waiver:**

A waiver of any right under these Conditions and 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 these Conditions and the Contract or any law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict the further exercise of such right or



remedy. 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. **32. Data Protection**

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

These Conditions have been prepared in the English and Hungarian languages. In case of any discrepancy between the two versions, the English language version shall prevail.

I, \_\_\_\_\_, hereby declare that I have received, read and understood these Conditions and I wish to enter into the Contract with the Buyer in light of these Conditions.

**Version 003**  
**September 2019**