

**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 Seller (as defined below). By entering into any such transaction (unless specifically agreed otherwise in writing between you and the Seller) 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 SALE**

**1. General Provisions**

In these Conditions, “**Seller**” refers to Univar Solutions Hungary Sales Ltd. (in Hungarian: Univar Solutions Magyarország Kft., registered seat: Hungary, 1118-Budapest, Rétköz utca 5., registration number: Cg.01-09-866366, tax number: 13654056-2-43) and “**Buyer**” refers to the individual (a “**Consumer**”, in Hungarian: “fogyasztó”), firm or company to whom a quotation is addressed or whose order is accepted by the Seller (the Seller and the Buyer together, the “**Parties**” and each, a “**Party**”). These Conditions shall apply in respect of all contracts between the Seller and Buyer for the purchase of goods or services from the Seller (the “**Contract**”). No other conditions are incorporated or implied into any Contract between the Buyer and the Seller unless expressly accepted in writing by the Seller. 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 Seller in the Acceptance of Order (as defined below).

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 issued by the Buyer (“**Purchase Order**”) as may be subsequently accepted or amended by the Seller’s written acceptance of order provided within 15 days upon receipt of the Purchase Order (“**Acceptance of Order**”), in which case the Contract shall only be deemed to be concluded if the Buyer: (i) accepts the Acceptance of Order; or (ii) does not object in writing to the Seller’s amendment(s) within 15 days of receipt of the Acceptance of Order.

**2. Application of Conditions**

- (a) All quotations, offers and tenders are made subject to the terms of these Conditions. Except as otherwise provided in these Conditions, all terms, conditions, representations or warranties other than those set out in these Conditions are excluded from any Contract between the Seller and the Buyer unless expressly accepted in writing by the Seller.
- (b) The Purchase Order constitutes an offer by the Buyer to purchase goods and/or services in accordance with these Conditions.
- (c) The Purchase Order shall only be deemed to be accepted and the Contract shall come into existence when the Seller issues an Acceptance of Order (unless the details in the Purchase Order are amended by the Acceptance of Order in accordance with Clause 1) .

**3. Delivery**

- (a) The time for the delivery of the goods and the completion of the services is given as accurately as possible but the actual time for the delivery and the completion may differ. Except where otherwise agreed by the Parties, the Seller shall deliver to the Buyer’s premises stated in the

Purchase Order. In the event that the Seller is unable to deliver the goods at the agreed time, it shall use its reasonable endeavours to notify the Buyer of the delay. In case the Buyer is not a Consumer, upon notice by the Seller, the Buyer agrees to negotiate in good faith with the Seller to agree on a new delivery date. In case the Buyer is not a Consumer, in the event that the goods cannot be delivered, or the Parties cannot agree on a new delivery date, the Buyer may terminate the Contract in writing and seek alternative goods at its own cost and risk.

- (b) The Seller reserves the right to deliver less or more than the quantity of goods ordered by up to a maximum of 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 a maximum of 5% of the stated measurement.
- (c) 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 by the Buyer to take delivery of any instalment of goods delivered in accordance with the Contract shall entitle the Seller to terminate the Contract either in whole or in part.
- (d) The Seller does not fail to perform in accordance with the Contract if the Buyer knew or should have known about the defects at the time of the conclusion of the Contract.
- (e) Without prejudice to Clauses 3.(d) and 7.(b), and in case that the Buyer is not a Consumer, the Seller has no liability whatsoever for alleged defects, where such defects should have been reasonably apparent upon inspection by the Buyer, unless the Buyer notifies the site from which the goods were ordered or the Buyer's usual customer representative within 3 working days of receipt of the goods, and confirms by notification in writing within 5 working days of receipt of the goods. 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 the Seller is notified of the defects in accordance with this Clause 3(e), the Seller shall repair or replace the goods at its sole option.
- (e) 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, any liability to pay demurrage or similar payments owed to the owner/operator of the road tanker in respect of the consequent delay.
- (f) Goods are not permitted for resale by the Buyer unless expressly agreed in writing by the Seller.

#### 4. Price and Payment

- (a) Subject to Clause 4.(b) and 4(c), the price for the services or each delivery of goods will be as detailed in the relevant Purchase Order, as may be amended by the relevant Acceptance of Order expressly accepted or not objected to by the Buyer in accordance with Clause 1. In the event of a conflict, any price revision in accordance with Clause 4.(b) and/or 4(c) shall prevail, or if the price has not been revised in accordance with Clause 4.(b) and/or 4(c), the price in the Acceptance of Order shall prevail and, if no price information is contained in the Acceptance Order, the price in the Purchase Order shall prevail.
- (b)
  - (i) The Seller shall be entitled to increase the price of the goods and/or services every six months after the date of the Acceptance of Order, 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 and/or performance of services. Such reason shall be deemed to be a sound reason (in Hungarian: "*alapos ok*") and the Buyer expressly accepts such condition as fair (in Hungarian: "*tisztességes feltétel*").
  - (ii) 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 providing written notice to the Seller, 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,

- the Contract will continue in force, as amended in accordance with the above.
- (c) Where as a direct result of the United Kingdom's withdrawal from the European Union the Sellers 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".
  - (d) All prices (which unless otherwise specifically stated are exclusive of VAT and any other applicable taxes, including hydrocarbon oil 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 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 due date falls on a nonworking day. If the Buyer is not a Consumer, the Buyer shall pay all amounts due under the Contract in full and without any deduction, withholding or set-off.
  - (e) The Seller may charge interest in case of late payment by the Buyer in accordance with the Act V of 2013 on the Civil Code ("**Civil Code**"). In case the Buyer is a Consumer, the interest rate shall be the base interest rate determined by the National Bank of Hungary as applicable on the first day of the calendar half-year in which the Buyer defaults in payment (the "**Base Interest Rate**"). If the Buyer is not a Consumer, the interest rate shall be the Base Interest Rate increased by 8%.  
The interest shall be payable daily and compounded yearly and shall be chargeable where applicable under Clause 18 on the entire sum outstanding where payment is not made in accordance with Clause 4.(d).
  - (f) 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 and demand immediate payment of all sums owed, or yet to be invoiced, by the Buyer to the Seller.
  - (g) Where goods are delivered by instalments or services are performed in stages, the Seller may invoice each instalment or stage separately and the Buyer shall pay such invoice in accordance with these Conditions.
  - (h) 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.
  - (i) 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

- (a) Subject to Clause 5.(b), 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 the 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 the Seller in accordance with this Clause 5 or are not returned 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 Clause 4.(d).
- (b) Where the Buyer uses SAFE-TAINERTM containers, the Buyer shall notify the Seller as soon as empty SAFE-TAINERTM containers are available for collection and the Seller shall arrange for the collection of such containers with the Buyer. The Buyer shall be entitled to use each SAFE-TAINERTM container free of charge for a period of 56 days from the date of delivery of that container (the "**Charge Free Period**"). Any SAFE-TAINERTM 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 Clause 4.(d).

- (c) 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 Seller's prior written consent is obtained.

## 6. Credit

The Seller reserves the right, at any time to limit the amount or period of credit it will grant to Buyer where applicable under Clause 18.

## 7. Warranty (in Hungarian: "szavatosság")

- (a) 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 but are not tested or sold as fit for any particular purpose unless specifically agreed 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.
- (b) In case the Buyer is not a Consumer, the Buyer may enforce its warranty rights within a three-months absolute limitation period (in Hungarian: "*jogvesztő határidő*") or if the goods are usable for a shorter period, as set out in the Contract, then within such shorter period. The warranty period commences upon delivery of the goods. In case the Buyer is a Consumer, the Buyer may enforce its warranty rights within a two-year limitation period (in Hungarian: "*elévülési határidő*") following the delivery of goods.
- (c) If the goods provided by the Seller do not correspond to the requirements set by the Contract or these Conditions, the Buyer may first ask the Seller at the Buyer's option either to repair the goods or supply satisfactory substitute goods or services free of cost and within a reasonable time, unless that is impossible or results in disproportionate expenses for the Seller. If the Seller does not repair or supply satisfactory substitute goods, or the Buyer may not request repair or supply of satisfactory substitute goods, the Buyer may, at its option, either request a price reduction or may repair the goods (or have them repaired) itself, or cancel its Purchase Order,. The Buyer is not entitled to cancel its Purchase Order if the lack of conformity with the requirements is minor.
- (d) If the Seller repairs the goods or supplies satisfactory substitute goods or services under Clause 7.(c), the Buyer, if not a Consumer, shall be bound to accept such repaired or substituted goods or services and the Seller shall be under no further liability in respect of any loss or damage of whatever nature arising in relation to the goods or services supplied by the Seller.
- (e) In case the Buyer is not a Consumer, the Seller does not provide any warranty or guarantee (in Hungarian: "szavatosság" and "*jótállás*") other than the warranties above.
- (f) The Buyer agrees to comply with all of its obligations under the REACH Regulations. In particular, but without limitation, the Buyer shall provide, on a timely basis, to the Seller all relevant new information on the hazardous properties of the goods, which are produced by the Buyer with the use of the goods supplied by the Seller. The Buyer shall comply with any safety information on the goods supplied to it and ensure that its customers are provided with all the information required to use its products safely.

## 8. Liability

- (a) Notwithstanding anything to the contrary herein, nothing contained in these Conditions shall exclude the Seller's liability for a breach damaging life, physical integrity, health or for any breach caused intentionally, by gross negligence, or by committing a crime or other matters for which liability may not be limited or excluded under Hungarian law.
- (b) 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 shall have no liability whatsoever for any losses, costs or other damages caused by the Buyer's use of its own containers or where they are caused by the Buyer's failure to use the Seller's goods, containers or other packaging in accordance with the written safety instructions and/or advice.

- (c) Where the Seller delivers goods and containers/packaging to the Buyer, the point of delivery will be the side line of the delivery vehicle and the Seller shall have no liability whatsoever for any losses, costs or other damages arising in connection with the transfer of the goods and containers/ packaging from the point of delivery to the Buyer's storage location or offloading.
- (d) 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 shall have no liability for any claims, losses, costs or damages caused at and from the point of transfer to the Buyer's installation.
- (e) Where the Seller delivers the goods to the Buyer, the Seller ensures that all packaging in the form of, *inter alia*, crates, drums, boxes, and carboys are suitable to protect the goods from damage during delivery. The Seller shall have no liability for any loss or damages 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.
- (f) 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 liable for any losses caused to or claims made against the Buyer as a result of the unsuitability/inappropriateness of the vehicle in any respect whatsoever.
- (g) Unless the Seller has specifically confirmed to the Buyer that the goods are suitable to be mixed with any other goods, the Seller shall have no liability for mixing of the goods with any other goods and it shall be the Buyer's sole and entire responsibility to ensure that the products concerned and the containers to be used are entirely suitable for such mixing and/or transfer of goods.
- (h) Without prejudice to Clause 8.(a), the Seller's maximum aggregate liability under or in connection with the Contract, whether in contract (in Hungarian: "*szerződésszegéssel okozott károkért való felelősség*"), tort (in Hungarian: "*szerződésen kívül okozott károkért való felelősség*") or otherwise, will in no circumstances exceed the price of the goods or services under the Contract. This limitation of liability has been taken into account when the Buyer accepted the price of the goods and/or services.
- (i) In case the Buyer is not a Consumer, in no circumstances shall the Seller be liable in contract, tort (including breach of statutory duty) or otherwise for any loss (whether direct or indirect) of profits, goodwill or business opportunities or for any indirect, special or consequential loss (whether or not reasonably foreseeable and regardless whether the Seller had been advised of the possibility of the Buyer incurring the same) which arises out of or in connection with the Contract.

## 9. Intellectual Property

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

## 10. Risk

Any risk associated with the goods (in Hungarian: "*kárveszély*") shall remain with the Seller until delivery by the Seller or collection of the goods by the Buyer or payment for the goods by the Buyer, whichever is the earlier, at which time the risk in the goods shall be transferred to the Buyer. Upon the



Buyer's failure to accept and/or take over the goods from the Seller, the liability for any potential damages to the goods shall be transferred to the Buyer.

#### **11. Reservation of Title**

- (a) 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 from it to the Seller under these Conditions and under all other Contracts between the Seller and the Buyer (including any sums due under contracts made after these Conditions) whether or not such sums are immediately payable.
- (b) The Seller may recover goods in respect of which title has not passed to the Buyer at any time and the Buyer irrevocably 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 Clause 11.(c) below is being complied by the Buyer or of recovering any goods in respect of which title has not passed to the Buyer.
- (c) Until title to the goods has passed to the Buyer under these Conditions it shall possess the goods as a fiduciary custodian (in Hungarian: "*letéteményes*"). The Buyer shall ensure that any packed products are clearly identifiable as having been received from the Seller as far as reasonably possible. 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 out the goods as principal but without committing the Seller to any liability towards the person dealing with the Buyer. In case the Buyer selling or hiring out the goods, the Seller shall automatically acquire ownership on any payment, consideration, proceeds received by the Buyer for the goods. Each paragraph or sub-paragraph of this Condition is separate, severable and distinct.

#### **12. Ex-Stock Goods**

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

#### **13. Variations**

No variation to any Contract or additional terms shall have effect unless made in writing and signed on behalf of the Seller by an authorized representative of the Seller.

#### **14. Assignment**

The Contract is between the Seller and the Buyer as principal and is not assignable without the consent of the Seller. The Seller may assign or transfer (in Hungarian: "*engedményezés*") the Contract without the prior written consent of the Buyer to a third party belonging to the same company group as the Seller. In case the Buyer is a Consumer, the Seller may transfer its obligations (in Hungarian: "*tartozásátvállalás*") to any third person only with the prior consent of the Buyer.

#### **15. Termination**

The Seller shall be entitled to terminate forthwith any Contract between it and the Buyer by written notice if the Buyer fails to pay any invoice in accordance with these Conditions, if the control of the Buyer changes during the period of the Contract, the Buyer commits any continuing or material breach of these Conditions, or also if the Buyer suffers any distress or execution to be levied upon its assets, is wound-up either compulsorily or voluntarily or suffers a receiver to be appointed in respect of any of its assets or otherwise ceases or threatens to cease to carry on business.

#### **16. Force Majeure**

- (a) For the purpose 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 (irrespective of 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.
- (b) 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.
  - (c) 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.

## **17. Compliance**

The Buyer;

- (a) will 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 at 17.(a) and 17.(b), to ensure continued compliance with applicable laws.

## **18. Governing Law and Jurisdiction**

These Conditions, other provisions of the Contract, and any dispute or claim arising out of or in connection with them or their 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.

## **19. Rights of Third Parties**

A person who is not a Party to the Contract has no right to enforce any term of the Contract.

## **20. Severability**

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.

## **21. Communication**

The general business documents and communication between the Seller and the Buyer will be sent by fax, courier, e-mail, or registered mail with return receipt. These documents shall be deemed to have been delivered/received (i) on the date of receipt if the addressee's representatives' signature verifies the personal receipt of the document, (ii) on the date of receipt verified by registered mail, or (iii) if the registered mail is returned with the note "not looked for", "moved", "addressee unknown" or "refused" then the document shall be deemed to have been served on the fifth working day following the day of the second attempted postal delivery in the absence of proof to the contrary. The Seller is not liable for any damages arising from errors in postal delivery.

## **22. Confidentiality**

All facts, information, communication or data pertaining to the activities of the Seller, whether or not indicated as such, shall constitute the business secrets of the Seller in accordance with Section 2:47 of the Civil Code.

The Buyer shall not, without the Seller's explicit consent, disclose or make use of any business secret contained in any specifications of products or formulations of the Seller, or any other information which can reasonably be implied to be of a confidential nature. The Buyer shall ensure that its employees also adhere to the confidentiality obligation set out herein.

The Buyer may only disclose any business secret to third parties without the consent of the Seller in the cases and to the extent provided for by the law.

This Clause 22 shall survive the termination of the Contract.

## **23. 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 law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict the 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.

## **24. 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.

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 Seller in light of these Conditions.